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30	112 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*938 10	*1,343 10
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LONDON, JUNE 22, 1889.

CURRENT TOPICS.

THE PROFESSION were glad to welcome the re-appearance of Lord Justice BOWEN in the Appeal Court, and apparently in good health, after his somewhat protracted indisposition. With the exception of Mr. Baron HUDDLESTON, none of the other judges were absent on Tuesday, the opening day of the sittings, except Mr. Justice NORTH, who did not make his appearance until Thursday.

AS WE INTIMATED last week might be probable, it is now announced that interlocutory appeals from the Queen's Bench Division will, on Tuesday next, and on every Tuesday until further notice, be taken in Court of Appeal No. 2, and, further, that Court of Appeal No. 1 will, on every Wednesday, take *ex parte* motions and original motions in Queen's Bench appeals. Presumably the court will not on those days take interlocutory motions, as provided by the sittings paper.

WHEN COMPARISON is made between the cause lists of the present sittings and those of a year ago, it appears, if numbers are any criterion, that the Court of Appeal and the courts of the Chancery Division are much closer up to their work now than they were a year ago. The Appeal Courts have in the present lists 126 appeals, as compared with 184 in the Trinity list of 1888, and the matters in the chancery list aggregate 578 now as against 756 then. In the Queen's Bench Division there are thirty-five more cases, and in the Probate, Divorce, and Admiralty Division 120 more.

WE HEAR that the motion for the third reading of the Land Transfer Bill will probably be made in the House of Lords on the 25th inst. It will be observed that Mr. W. H. SMITH, in referring to the business of the session, on the 17th inst., did not go further with regard to the Bill than to express a "hope" that "it might be possible for the House of Commons to consider" the measure. It will certainly be remarkable if it does not occur to the Ministry, sooner or later, that, by the omission of four clauses and a few words in another clause, the Bill might be passed into law without serious opposition. The only difference would be that in that event the measure would have to depend for success on its merits, and not upon compulsion.

REFERRING to our recent observations (*ante*, p. 482) on the refusal of the Bank of England to act upon an order made at chambers vesting Government stock registered at the Bank in new trustees, Mr. Justice CHITTY, on Thursday last, had before him a motion for an order vesting such stock in new trustees who had been appointed at chambers, on the ground that the Bank had refused to act upon a vesting order relating to such stock made at chambers. The learned judge adhered to his decision in *Re Morris's Settlement Trusts* (37 W. R. 317), that he had the power, under R. S. C., ord. 65, r. 13a., and the Trustee Act, 1850, and the Judicature Act, 1873, to make the vesting order at chambers; but rather than put the parties to the expense of contesting the matter, at the expense, perhaps, of the estate, he made a vesting order in court on the motion. We have reason

to believe that, amongst new rules of court shortly to be issued, there will be one making the matter plain.

A LEARNED CORRESPONDENT, whose opinion is entitled to great respect, writes to suggest that the difficulty we have referred to as likely to be occasioned by the 18th section of the Customs and Inland Revenue Act, 1889, may prove to be less serious than is commonly supposed. As we understand his letter, he would read the words "save such as . . . must be conveyed by deed" as meaning "save such as . . . must, as between vendor and purchaser, be conveyed by deed"; and he points out that in proceedings for specific performance it is a matter of course to direct a conveyance by deed of an equitable interest in land to be executed. In other words, by practice, and in a sense by law, a purchaser of an equitable interest is entitled to require a conveyance by deed. This is an exceedingly ingenious and helpful suggestion, and we can only say that we earnestly hope it may find favour with the courts when the section comes to be construed in a revenue case. We would point out, however, that the practice at which the section appears to be aimed is the *waiver* by a purchaser of his right to a conveyance where a conveyance is not by law essential to a transfer; and, having regard to this, the natural interpretation of the words of section 18 above cited appears to be "unless you, the purchaser, cannot do without a conveyance by deed, you must stamp your contract with *ad valorem* duty."

SOME IDEA of the labour which falls on the office-bearers of the Incorporated Law Society may be gathered from the table of attendances of members of the council which we print elsewhere. Mr. PENNINGTON, surely the most indefatigable and vigilant of treasurers, stands at the head of the list with thirty-five attendances at council meetings, and 143 attendances at committees—an aggregate of 178 attendances; but he only succeeds in beating the president by a single attendance. Mr. LAKE attended 39 meetings of the council and 138 committees—a total of 177 attendances. We need hardly say, however, that, under existing circumstances, even these large figures represent but a small part of the work performed by these officers. The president, in particular, has a large proportion of his time taken up with the direction of the organization with reference to the Land Transfer Bill, of which he is the soul and centre, as well as with matters relating to the Discipline Committee. We rejoice to believe that the public spirit of leading solicitors was never at a higher pitch; the busiest men inside and outside the council are willing to devote infinite time and trouble to forwarding the interests of the profession—as witness the recent movement with regard to the new rules of court. If, however, we might venture on a hint, we would suggest whether it might not be desirable that qualification for re-election and new election on the council should be to a somewhat larger extent estimated, in the one case by the attendances, and in the other by the manifestation of readiness to devote time and trouble to the interests of the profession.

THE COMMISSIONERS for Oaths Act, 1889, has been issued, and the words of 22 Vict. c. 16, "may . . . appoint persons, being practising solicitors, or other fit and proper persons, to be commissioners for oaths," appear unaltered in section 1. In subsection 3 of this section, however, the suggestion of the Council of the Incorporated Law Society has been adopted, and it is provided that "a commissioner for oaths shall not exercise any of the powers given by this section in any proceeding in which he is solicitor to any of the parties to the proceeding, or clerk to any such solicitor." A slip in the Bill, also pointed out by the council, is amended by giving power to the Lord Chancellor to revoke the appointment of a commissioner, but their useful suggestion that the future title of all existing and future commissioners should be prescribed by the Bill has not been adopted. Will the power given by section 1 (2) of the new Act to commissioners, to administer oaths or take affidavits in "matters relating to the registration of any instrument, whether under an Act of Parliament or otherwise," taken in connection with section 13, which provides that "a commissioner authorized before the commencement of this Act to administer oaths in the Supreme Court shall be deemed to be a

commissioner for oaths within the meaning of this Act," put an end to the question left undecided in *Munton v. Lord Truro* (36 W. R. 775)—viz., whether the oath required by section 5 of the Middlesex Registry Act (7 Anne, c. 20) could be sworn before a commissioner appointed under the Judicature Act, 1873?

ACCOUNTS CONTINUE to come to hand of the success of the movement with regard to the Land Transfer Bill inaugurated by the Council of the Incorporated Law Society. In Birmingham, where one expects to find excellent organization, an admirably terse and explicit letter to the members of Parliament for that town and the neighbourhood, prepared by the Birmingham Law Society, was signed by 237 solicitors, members of the society, within the very short period of five days. Meanwhile valuable results of the communications made to members of Parliament are becoming apparent. We publish elsewhere a reply which the solicitors of Bury have received from Sir HENRY JAMES. He says that when he was Attorney-General he "gave a great deal of attention to the subject of land transfer, in the hope that he might be enabled to discover some method of simplifying and lessening the cost of the conveyance of land." But he says that the attempt on his part was not successful. "After doing my best I was unable to suggest any plan of material benefit to the public." This is a most important piece of history; for it is to be remembered that when Sir HENRY JAMES was Attorney-General the Lord Chancellor—with whom he would, of course, take counsel on the subject—was not only thoroughly conversant with conveyancing and the law of property, but was himself the greatest living authority on the question of registration of title to land. We must take it, therefore, that not only Sir HENRY JAMES's acuteness and power of careful investigation, but also that Lord SELBORNE's knowledge and experience, failed to suggest any plan of land transfer which was likely to be "of any material benefit to the public." What neither Sir HENRY JAMES nor Lord SELBORNE could devise, a Lord Chancellor innocent of any special knowledge and experience relating to the transfer of land professes to have accomplished. One point of Sir HENRY JAMES's letter is to shew that the expense of establishing a perfect system of land transfer must necessarily be very great; that this expense must be borne by those who register, and that, if registration be compulsory, "the burden on everyone transferring land would be most serious, and in many instances absurdly great in relation to the value of the property transferred." We hope that the letter, or portions of it, will be reprinted and circulated among members of Parliament.

THE LAND TRANSFER Bill, as amended by the Select Committee, has now been reprinted, and it may be worth while to notice two or three of the results of the committee's labours. Taking the compulsion clauses first, we observe that the suggestion of the Council of the Incorporated Law Society, that under clause 3 (1) the intended compulsion could be evaded by means of a device analogous to that of a lease and release, has been met by the insertion in that clause of a proviso that "the foregoing provisions shall not apply to the conveyance of any estate expectant on an estate of freehold, whether the estate so expectant be in reversion or remainder." But this does not appear to cover the other ingenious suggestion of the council, that registration might also be evaded by effecting a mortgage to the purchaser (the clause exempting "any conveyance by way of mortgage," and the purchaser thus getting the legal estate), and then the vendor releasing by unregistered deed the equity of redemption to the mortgagee. A further clause has been added to the proviso to the effect that "registration in pursuance of this section shall not defeat the title of a previously-registered owner, being a *bond fide* purchaser for valuable consideration." Turning next to the clause (83 (5)) relating to the employment and payment of officials "by applicants for registration, or other persons dealing with the Land Transfer Office, in connection with the registration of land," we are glad to find that in the amended clause (now 86 (5)) these objectionable words are omitted. And on another point raised by the council, bearing on the same subject, an alteration has been made by the committee. In clauses 11 (2), 15 (2), and 16 (2) of the Bill it was provided that an instrument of transfer in the form in the schedule to the Act should, until registration, "operate only as

a contract, and not as a conveyance [or mortgage]." The council urged that "as the instrument was to operate only as a contract, it might be held to be "an agreement under hand only" within section 60 of the Stamp Act, 1870, and might be prepared by anyone, whether a solicitor or not. The amended clauses provide that the instrument of transfer "shall not confer on the transferee any estate in the land [or charge]" We believe that if the Bill should pass the House of Lords a full report upon it, in its amended form, may be anticipated from the Council of the Incorporated Law Society.

THE DECISION of Mr. Justice STEPHEN, in chambers, in *Banks v. Bullock & Co.* (ante, p. 525), following the decision of the Divisional Court in *Barker v. Hempstead* (ante, p. 440), has probably finally settled the question that the allowance of "fixed costs," in use since 1884 in the Queen's Bench Division under order 14 (Central Office Practice Rules, No. 18) where judgment is recovered in contract actions for sums not exceeding £50, is not an allowance of costs according to the scale for the time being in use in the Supreme Court in accordance with section 116 of the County Courts Act, 1888; these fixed costs having been arrived at on the basis of the County Court Scale, in pursuance of R. S. C., ord. 65, r. 12, which entitled the plaintiff in contract actions in which under £50 was recovered (excluding costs) to no more costs than he would have been entitled to had he brought his action in a county court. As the decision confers the right to tax, the costs recoverable will be rather more than have hitherto been allowed by scale in such superior court actions; but, the convenience and economy of a fixed scale being obvious, it appears to be desirable that an increased scale of fixed costs applicable to such actions should be settled, so as to avoid the necessity or demand for a taxation in the majority of instances.

A CURIOUS DIFFICULTY arose before a metropolitan police magistrate last Tuesday as to the construction of section 37 of the Poor Law Amendment Act, 1868 (31 & 32 Vict. c. 122), which provides that "when any parent shall wilfully neglect to provide adequate food, clothing, medical aid, or lodging for his child, being in his custody, under the age of fourteen years, whereby the health of such child shall have been or shall be likely to be seriously injured, he shall be guilty of an offence punishable on summary conviction." The section concludes with the following words:—"And the guardians of the union or parish in which such child may be living shall institute the proceedings and pay the costs thereof out of their funds." A prosecution having been instituted under the section by a Children's Protection Society, an objection was taken, and sustained, that the guardians were the only persons who were entitled to take proceedings. There appears to be an entire absence of authority on the question, and Mr. Justice STEPHEN, in his "Digest of the Criminal Law" (article 265), states the effect of the section, and adds a note:—"Shall." Does this mean that no one else may do so? Mr. BUSHEY declined to hear the complaint except under a *mandamus*, and observed that Mr. Justice STEPHEN's doubts had been described as being "of as much value as other people's certainties."

THE CASE of *Collins v. Worley* (ante, p. 524) affords the first occasion on which the construction of the new rule—R. S. C., ord. 36, r. 40—has been before the court. The object of the rule is to afford information to the taxing officer in allowing refreshers under ord. 65, r. 27 (48), by causing a note to be taken of the times at which a trial commences and terminates. In the case referred to Mr. Justice CHITTY decided that in acting on this order the time of the mid-day adjournment of the court is not to be deducted, but is to be treated as part of the time during which the trial is going on, and this may be presumed to be the intention of the rule. Otherwise all interruptions of a few minutes for the purpose of dealing with passing matters must be deducted, although it is the duty of counsel to be present when a trial comes on, and, notwithstanding interruption, they must be within call and their services be available.

THE DISCLAIMER OF A BANKRUPT'S LEASEHOLD PROPERTY AS AFFECTING MORTGAGES BY SUB-DEMISE.

SECTION 55 of the Bankruptcy Act, 1883, was drafted with the express design of removing the difficulties which had been felt with regard to section 23 of the Act of 1869; it is surprising, therefore, that so little care appears to have been taken to provide explicitly for the important case of the disclaimer of leasehold property which the bankrupt has mortgaged by way of sub-demise. This is now regulated by the decision of the Court of Appeal in *Re Finley* (37 W. R. 6, 21 Q. B. D. 475), and the burden thereby imposed on the mortgagee will seriously affect the creation of such securities; but it is doubtful whether the construction there given to the section was contemplated by the framers of the Act, and it was only rendered possible by the loose and inaccurate way in which they did their work.

Where land is leased for a term of years, and is afterwards sublet by the lessee, the original lease regulates the relations of the lessor and lessee, and the sub-lease those of the lessee and the sub-lessee; but between the lessor and the sub-lessee there are no contractual relations at all, and they do not come into contact unless, the sub-lessee being in possession, the lessor distrains or re-enters under the original lease. But upon the bankruptcy of the lessee, his trustee may disclaim the property, and thus put an end at the same time to the rights and liabilities of the bankrupt in respect of it; it is clear, then, that as the intermediary between the lessor and the sub-lessee is gone, they must now be brought into more direct contact, but the manner in which this is to be effected has caused no little difficulty.

Section 23 of the Act of 1869 did not pretend to touch the question. It was only concerned with getting the bankrupt out of the way, and this it did by providing that the lease should be deemed to have been surrendered at the date of the disclaimer; no hint was given of how such surrender was to effect interests created by the bankrupt, or what relations were to exist between the lessor and a sub-lessee. In *Smalley v. Hardinge* (29 W. R. 554, 7 Q. B. D. 524) the fictitious surrender thus created by the statute was treated as an actual one, and no limitations to it were suggested; but, like a voluntary surrender, it was only allowed to operate so far as not to prejudice rights created by the lessee, and therefore the lessor was not allowed to eject the sub-lessee. Under 8 & 9 Vict. c. 106, s. 9, his reversion was made by the surrender the reversion immediately expectant on the sub-lease, and to it the rights and incidents created by the sub-lease were attached. But this construction did not commend itself to the Court of Appeal in *Ex parte Walton* (17 Ch. D. 746). As the surrender was merely fictitious, it was thought proper to limit its effects to the purpose for which it was introduced—namely, the relief of the bankrupt and his estate and his trustee from all liability in respect of the property comprised in the lease. As soon as this had been accomplished there was no reason to keep up the fiction so as to affect the rights or liabilities of other parties, and it was decided accordingly that these were not touched by the disclaimer. As between the lessor and the sub-lessee, therefore, the original lease was still in existence, and the lessor could distrain for rent reserved by it, and re-enter for breach of covenants contained in it, but of course he could not sue the sub-lessee on these covenants so as to recover damages against him. The sub-lessee, on the other hand, being lawfully in possession under an interest derived from the original lease, was entitled to remain in possession so long as the terms of the lease were observed.

This construction of section 23 of the Act of 1869 was introduced into section 55 of the Act of 1883, which provides, by sub-section (2), that "the disclaimer shall operate to determine, as from the date of disclaimer, the rights, interests, and liabilities of the bankrupt and his property in or in respect of the property disclaimed, and shall also discharge the trustee from all personal liability in respect of the property disclaimed as from the date when the property vested in him, but shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person." So far, then, the bankrupt is simply put out of the way, but no provision is made for the adjustment of the relations of those between whom he has hitherto stood. This is done to a certain extent by sub-section (6), which provides, in a long and

complicated manner, for the vesting of the "property" in, or delivery thereof to, certain persons therein described. It begins by defining who may apply for a vesting order, and this privilege is granted to (1) persons claiming an interest in the disclaimed property, and (2) persons under any liability in respect of it not discharged by the Act. It then provides that, upon application by any of such persons, an order may be made for the vesting of the property in, or the delivery thereof to, (i.) any person entitled thereto, or (ii) any person to whom it may seem just that the same should be delivered by way of compensation for such liability as aforesaid. So far, then, the sub-section distinctly contemplates two classes of persons—(a) those having an interest in the disclaimed property; (b) those under any liability in regard to it. As to the latter class, no difficulty has arisen. They are persons who in some way have become liable to perform the covenants entered into by the bankrupt, either as sureties or otherwise. But with respect to the former, the doubt soon arose whether it included only persons claiming an interest under the bankrupt, or whether it included the lessor also. The former view was adopted in *Ex parte Turquand* (33 W. R. 752, 14 Q. B. D. 405), where CAVE, J., held that the disclaimed property was the term of years vested in the bankrupt, and that in this term the lessor had no interest. But this opinion was withdrawn in *Ex parte Shilson* (36 W. R. 187, 20 Q. B. D. 313), where the same judge, in delivering the judgment of himself and A. L. SMITH, J., said that, on further consideration, they thought the words included the lessor also; but no reasons for this conclusion were assigned. The same point arose in *Re Finley* (supra), and there the Court of Appeal approved the decision in *Ex parte Shilson*. It is to be noticed that the word "property" is used with great looseness all through section 55, and sometimes means the land itself, sometimes the bankrupt's interest in the land. Moreover, by sub-section (4), it is provided that any person interested in the property may call on the trustee to disclaim, and in *Ex parte Mackay* (33 W. R. 825, 14 Q. B. D. 401) a landlord was allowed to give notice under this sub-section. But, although this case was relied on in the Court of Appeal, it does not appear that the point was there discussed. It may be suggested, perhaps, that the original opinion of CAVE, J., has been too readily dismissed, and that the words "interest in the disclaimed property" ought to have received a more careful construction. It was said, indeed, that the lessor "is very much interested in the observance by the lessee of the covenants and conditions contained in the lease, and that he has a very substantial 'interest in the disclaimed property,' in whatever sense you take the expression." But the word "interest" should hardly be treated in this loose fashion. If it is once allowed that the disclaimed property is the term of years vested in the bankrupt, and not the land itself, then it is quite clear that the lessor has no "interest" in this, in the sense in which the term is used in real property law.

The same conclusion may also be drawn from the form of the proviso at the end of sub-section (6). This, again, looks at two classes of persons—(1) those claiming under the bankrupt, whether as under-lessees or as mortgagees by demise; and (2) those liable to perform his covenants in the lease. No vesting order is to be made in favour of the first class except upon the terms of their accepting all the liabilities and obligations of the bankrupt under the lease. Failing this, the property is to be vested in some person of the second class, who is thereupon to take it freed and discharged from all estates, incumbrances, and interests created therein by the bankrupt. There appears to be a correspondence between the first class here and that alluded to in the earlier part of the sub-section; and as the lessor is obviously excluded in the one case, he might not unnaturally be held to be excluded in the other. Moreover, the absence of any allusion to the lessor in the proviso is very noticeable. However, unless the point should be taken to the House of Lords, it is now settled that the lessor can apply, under sub-section (6), and can force a mortgagee by sub-demise either to accept a vesting order of the property, and with it take over all the liabilities and obligations incident to the lease, or else to lose all interest in his security. The provision of the sub-section on this latter point is that, upon the mortgagee refusing to accept a vesting order on the above terms, he is to be excluded from all interest in and security upon the property. If, therefore, the application is made by the lessor, and there are no sureties or other persons interested, a vesting order is not required. The

refusal of the mortgagee shuts him out altogether, and the lessor now holds the property discharged from the original lease and all interests created out of it.

An important question was left undecided in *Re Finley* as to the effect of an order vesting the property in a mortgagee subject to all the liabilities and obligations of the bankrupt in respect of the lease. Does this make him liable as an original lessee, or only as an assign of the original lease? It was pointed out by LINDLEY, L.J., that the vesting order alone would impose upon the person who takes the property all the obligations of a mere assignee of the lease, and that the express words of the sub-section must aim at adding some further responsibility. The matter is by no means free from doubt, but it is clear that a mortgagee by sub-demise now runs the risk of having to step into the shoes of his mortgagor or else forfeit his security, and it will be safer to assume that this is the law until there has been some decision in the contrary direction.

More recently it has been decided in *Re Morgan* (22 Q. B. D. 592) that as long as this question of the extent of the liability of a person taking a vesting order remains undecided, the lessor has such an interest in the property that he ought always to be served with notice of an application under the section. As to other persons who ought to be served, the matter is in the discretion of the court, and if it should be of opinion that the applicant has not served all the persons who ought to be served, he will have to pay the costs occasioned by his default. Each case must be dealt with on its merits. Apparently every person who has a substantial interest in the granting of the vesting order should be served, and it is better to serve too many than too few.

INVESTMENT OF TRUST MONEY ON MORTGAGE.

Two recent cases have raised interesting points with regard to the liability of trustees, past and present, as regards mortgage investments.

In *Priest v. Uppleby*, reported elsewhere, the defendant in 1881, being then the sole surviving trustee under a will, invested £1,300, part of the trust money, upon a first mortgage of freehold cottages at Hull, which had been valued by a valuer at £1,750. Subsequently he retired from the trust, and new trustees were appointed, to whom the trust property, including the mortgage on the cottages, was transferred. In 1887 the interest fell into arrear, and the new trustees, acting on a power of sale contained in the mortgage, sold the cottages, which realized a little over £800. This was, of course, a clear case for the application of the old rule before the Trustee Act, 1888, as to advancing not exceeding one-half the value of house property. The decrease in value had arisen from the failure of some docks near the cottages, which took away the workpeople who had been relied upon as probable tenants, and this in itself showed the speculative nature of the investment, one, as COTTON, L.J., said, which no prudent man would have made on his own account. But even taking the valuation originally made, the rule had been grossly violated, for the investment far exceeded one-half, and, indeed, was over two-thirds, the estimated value of the property. The peculiarity of the case was that the trustee who had made the investment had ceased to act in the trust, and KEKEWICH, J., held that the *cestui que trust* who sought to make him liable had lost his remedy by assenting to the sale in 1887; this was upon the ground that it was made without any notice being given to the retired trustee, and that he therefore lost the chance which he would otherwise have had of taking over the mortgage property on making good to the trust estate the amount which had been advanced. But the Court of Appeal saw nothing in this argument. When the old trustee made over the trust property to the new trustees he conferred upon them all rights in connection with it, and amongst others the right of selling it at any time in order to realize the security. In assenting to such sale the *cestui que trust* in no way debarred himself from objecting to the improper investment formerly made, and which was quite a distinct matter. Indeed, until the sale actually took place, the loss which it caused could not be properly known.

In the other case above referred to, *Re Medland, Elmd v. Medland* (ante, p. 336), Mr. Justice STIRLING had before him the kindred question of the duty of trustees to call in or reduce a security when it has become known the property has decreased in value below the

limits allowed for the original investment. There trust money was invested in three mortgages on agricultural land, the amounts being £2,000, £1,550, and £2,400 respectively. The interest on these was paid regularly, but the land had very much diminished in value, and at a valuation made in October, 1888, the three estates were found to be worth only £1,800, £1,665, and £2,340 respectively. Hereupon, one of the trustees insisted that steps should at once be taken to reduce the security in each case to not more than two-thirds of the present actual value of the land, but the others maintained that they had a discretion in the matter, and they decided that a less reduction would be sufficient. In this they were supported by STIRLING, J. He did not think it was their duty, immediately the property fell below the two-thirds limit, to call in or reduce the debt, but that they must deal with the matter as practical men, and in so doing one consideration would be whether the mortgagor was insolvent, or was a wealthy man and well able to pay the mortgage debt. This reasonable decision makes it unnecessary for trustees to follow nicely the variations in property, though, of course, any decided changes in value should be noticed and met by corresponding changes in the security. It must be remembered, however, that when the fall in value has taken place the mischief is frequently already done, and a sudden calling in of the security, or a forced sale, would only increase it. Hence there is good reason for the wide discretion which Mr. Justice STIRLING allowed to the trustees to act as might be most for the advantage of the trust estate.

SIR HENRY JAMES ON THE LAND TRANSFER BILL.

THE solicitors of Bury recently addressed to their member, the Right Honourable Sir Henry James, Q.C., M.P., a letter on the subject of the Land Transfer Bill now before the House of Lords, and in reply Mr. P. Watson, solicitor, of Bury, has received the following communication:—

Dear Mr. Watson,—I have to acknowledge the receipt of your letter of yesterday with its enclosure. When I was Attorney-General, I gave a great deal of attention to the subject of land transfer, in the hope that I might be enabled to discover some method of simplifying and lessening the cost of the conveyance of land. The attempt on my part was not successful. After doing my best I was unable to suggest any plan of material benefit to the public.

The principal difficulties in the way require removal before you can simplify conveyance of land. We live in an old country with the effects of feudal tenure still pervading our land system. We have old habits, perhaps prejudices, shewing themselves in the complicated family settlements under which most large estates are held. With land of great value you must, in the first place, produce machinery which shall deal most accurately with metes and bounds. You have next to find the means of registering, with certain legal correctness, long, and oftentimes involved, deeds of settlement. And, thirdly, you must have your machinery of registration so accurate that no possible danger of fraud or error can exist.

If you can establish a perfect system dealing with those three necessities, the expense must be very great, and that expense must be borne by those who register. If you leave the registration to the voluntary action of the owners of land, few will bear the expense to which I have referred, for the benefit they would receive would be small. If their titles be good, registration does not help them; if doubtful or bad, the ordeal of registration would be most objectionable. For these reasons voluntary registration proved a failure under Lord Cairns' Act. On the other hand, if the registration be compulsory the burthen on everybody transferring land would be most serious, and in many instances absurdly great in relation to the value of the property transferred. A system working well in relation to large estates may be very inapplicable to house property or building plots in the neighbourhood of towns.

I know I lay myself open to the attack that these views are not those of a land law reformer, but the charge is unfounded. It is because I am an extreme land law reformer that I consider the Bill of the Government to be insufficient and unsatisfactory. Before I attempted registration I would attack the great evils of our real property system, evils which trouble not only the owners of land but destroy its true value and so affect the public. In my opinion all settlements on lives not in being or on successive holders ought to be swept away. With the exception of providing for a widow, a man who holds an estate should be its absolute owner, so that he may have every interest in doing the best he can for the land. If all settlements were thus done away with, conveyances would become simple and inexpensive, and the great difficulty in the way of registration removed. But until this is done no system of registration

advantageous to the public will, in my opinion, ever be produced, and the insufficiencies of the Chancellor's Bill strongly confirm me in this opinion.—I am, dear Mr. Watson, yours very faithfully,

HENRY JAMES.

CORRESPONDENCE.

THE CUSTOMS AND INLAND REVENUE ACT, 1889.

[To the Editor of the Solicitors' Journal.]

Sir,—I venture to think that the changes introduced by this Act may be less than appear to be commonly supposed.

It has been assumed that under the Act equitable interests in land do not fall into the category of property which *must* be conveyed by deed, and consequently that the stamp duty in respect of sales of such interests must be paid on the contract and not on the conveyance.

But the Act, in dealing with transactions of sale and purchase, must, I apprehend, be read with reference to the law as applicable to such transactions. And it seems clear that as between vendor and purchaser of an equitable interest in land the law does require a conveyance by deed, and in proceedings for specific performance it is a matter of course to direct such a conveyance to be executed, and a vendor cannot enforce payment of his purchase-money without tendering such a conveyance to the purchaser, nor could the purchaser otherwise have the benefit of covenants for title.

Parties, no doubt, may waive their rights in this respect as they may in other cases, but this does not alter the law. In *Sands and Thompson* (22 Ch. D. 614) it appears that a mortgagor paid off the mortgage, but took no reconveyance, and acquired the legal estate under the Statute of Limitations. No one, however, would say that a legal mortgaged estate was not property which must be reconveyed by deed.

The above construction, too, appears to be supported by the language of the Act, which does not provide for delays arising from the state of the title, under which a contract for sale may be annulled after a period much exceeding twelve months.

CONVEYANCER.

THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—The solicitors in districts not blessed with a local law society are not the only members of the profession who have not received any communication from the Incorporated Law Society.

There are hundreds of solicitors (managing clerks, &c.), some of whom (like myself) take out their annual certificates and are members of the Law Society, who have not been asked to, and in fact cannot, sign the form of letter that has been issued, because at the present moment they are not "electors."

It is more than probable that some of these will be entitled to a vote at the next general election, and most will be on any future occasion.

In these circumstances it seems to me that their signatures to a form of letter might have some little weight, at any rate as shewing the feeling of the junior members of the profession.

If you agree with me on the subject the publication of this letter may have some effect—if not too late.

W. A. T.

Temple, June 15.

ANNUITY BONDS.

[To the Editor of the Solicitors' Journal.]

Sir,—Will some of your readers kindly give their opinion (supported by cases if possible) on the following points?

An annuity of £100 a year is purchased for £1,000 and is secured by bond.

1. What penal sum should be stated in the bond?
2. Is the annuitant precluded from recovering arrears beyond the amount of the penalty?
3. In case of a second action being brought for arrears, would the right to recover to the amount of the penalty still subsist? Or,
4. Would the annuitant be entitled, on non-payment, to recover (besides the arrears) the value of the annuity having regard to the annuitant's age at the time of the action or breach?

June 19.

S.

* * * The form of dissent referred to in the notice issued by the Paymaster of the Supreme Court (*ante*, p. 522) will be found in the schedule to the Redemption Act (Funds) Rules, 1889 (*ante*, p. 510), which supersedes in this respect the Conversion Act (Funds) Rules, 1888, to which we referred last week.

CASES OF THE WEEK.*

Court of Appeal.

Re SALMON, PRIEST v. UPPLEBY—No. 2, 19th June.

TRUSTEE—BREACH OF TRUST—INVESTMENT OF TRUST FUND ON INSUFFICIENT MORTGAGE SECURITY—LIABILITY OF RETIRED TRUSTEE—SALE OF MORTGAGED PROPERTY BY EXISTING TRUSTEES WITH CONCURRENCE OF BENEFICIARY WITHOUT NOTICE TO RETIRED TRUSTEE.

In this case the question was, whether a retired trustee, who had, while acting as trustee, invested money subject to the trust on an improper mortgage security, could be made liable for the loss which had resulted the mortgaged property having been sold after his retirement by the then trustees without notice to him, so that he had not the opportunity of replacing the whole sum advanced, and taking a transfer of the security to himself. The action was brought to compel the defendant Uppley, a former trustee of a will, to make good a loss which was alleged to have resulted from an improper investment made by him of part of the trust funds. The plaintiff was the assignee of the share of one of the beneficiaries under the will. In 1881 the defendant Uppley, who was then the sole surviving trustee of the will, invested £1,300, part of the trust money, upon a first mortgage of some freehold cottages at Hull, which had been valued by a valuer at £1,750. The will authorized the investment of the trust funds on the security of a mortgage of freehold houses. The cottages were at the time unlet, and were not completely finished, and they were intended for letting to weekly tenants. The cottages were afterwards let, but their value became depreciated by reason of an expected development of some docks, near which they were situated, not being carried out. In 1884 the defendant Uppley retired from the trust and appointed new trustees, to whom he made over the trust property, including the mortgage of the cottages. In 1887, the interest on the mortgage not being paid the new trustees, in exercise of a power of sale contained in the mortgage, sold the property, which realized only a little more than £800. This action was brought on the grounds that the defendant Uppley had not acted prudently as a trustee ought to act in making the investment, and that a sufficient margin of value beyond the amount advanced was not left. The new trustees were also defendants, and the defendant Uppley served with a third party notice some of the beneficiaries against whom he alleged that he had a right of indemnity. Kekewich, J., on the assumption that the investment was an improper one, which he did not decide, dismissed the action, on the ground that the plaintiff was a party to the sale of the property in 1887, and that the sale having been made without any notice to Uppley, he was deprived of the right, which he would otherwise have had, of taking the mortgaged property on making good to the trust fund the whole amount lent on the security. As, in consequence of the sale, the defendant Uppley could not now have this option, his lordship held that the plaintiff was debarred from any remedy against him.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that the first question was whether the investment complained of was an improper one on the part of the trustee. It was an investment on the security of property of a description which was authorized by the terms of the trust—an investment which the trustee could justify, if he had made it with ordinary prudence. It was not like the case of an investment on security of a kind not within the terms of the trust. As to the duty of trustees with regard to the investment of trust money, his lordship referred to the following passage in the judgment of Lord Watson in *Leavoyd v. Whiteley* (12 App. Cas. 733):—"As a general rule the law requires of a trustee no higher degree of diligence in the execution of his office than a man of ordinary prudence would exercise in the management of his own private affairs. Yet he is not allowed the same discretion in investing the moneys of the trust as if he were a person *sui juris* dealing with his own estate. Business men of ordinary prudence may, and frequently do, select investments which are more or less of a speculative character, but it is the duty of a trustee to confine himself to the class of investments which are permitted by the trust, and likewise to avoid all investments of that class which are attended with hazard. So long as he acts in the honest observance of these limitations, the general rule already stated will apply. The courts of equity in England have indicated and given effect to certain general principles for the guidance of trustees in lending money upon the security of real estate. Thus it has been laid down that in the case of ordinary agricultural land the margin ought not to be less than one-third of its value; whereas in cases where the subject of the security derives its value from the buildings erected upon the land or its use for trade purposes, the margin ought not to be less than one-half. I do not think these have been laid down as hard and fast limits up to which trustees will be invariably safe, and beyond which they can never be in safety to lend, but as indicating the lowest margins which, in ordinary circumstances, a careful investor of trust funds ought to accept." The rules of the court as to the margin of value which ought to be allowed when trust money was invested on mortgage were there recognized. In the present case the property derived its value from the buildings on it. It was a small cottage property. His lordship did not think that the valuation or the person by whom it was made had been successfully attacked. The amount advanced was more than two-thirds of the valuation, and considerably more than half. The cottages were intended for occupation by tenants at weekly rents, who, it was expected, would be attracted by the development of some docks in the neighbourhood. This expectation was not

realized. In his lordship's opinion it was not a prudent act on the part of a trustee to advance trust money on such property under such circumstances. No reasonably prudent man would have invested his own money in that way, and a trustee could not do so without making himself liable for the resulting loss. Then came the second question, upon which it was admitted that no authority was to be found. It was said that the plaintiff, having been party to the sale of the property, could not call on the late trustee to make good the loss, because he had not given him notice of the sale, and so the defendant had not the opportunity of taking the property himself. It was said that the property did not form part of the trust property. In his lordship's opinion that was a fallacy. The property was part of the trust property, but the trustee did not take proper care in making the investment. The late trustee handed over the property as part of the trust property to the new trustees to be held by them upon the trusts of the will, and, unless that act exonerated him, his lordship did not see how he could escape the consequences of having made the improper investment. It was not like the case of an investment upon property which was *ex facie* not within the terms of the trust. The *cestui que trust* could not dissent from the investment until it had been ascertained that the trustee had not acted with reasonable prudence in making the investment, and that could not be ascertained until the investigation in this action had taken place. The realization of the property by the new trustees was merely a carrying out by them of the authority given by the late trustee to them when he handed over the property to them. The remedy of the *cestui que trust* against him for the loss remained when it was discovered that he had not acted with reasonable prudence in making the investment. He handed over the property to the new trustees as part of the trust property, with authority to sell it when it should be necessary to realize the security. The argument that it was the duty of the *cestui que trust* to elect whether he would accept or reject the investment failed, because the property was in its nature within the terms of the trust as an investment. *Thornton v. Stokill* (1 Jur. N. S. 751) was entirely distinguishable, for there an investment had been made of trust money in a manner which was clearly not in accordance with the trust. In his lordship's opinion, if there had been a breach of trust in making the investment, the late trustee was liable for any deficiency which had arisen from it, notwithstanding that no notice of the intended sale was given to him either by the present trustees or by the plaintiff. Moreover, upon the evidence, his lordship was of opinion that the plaintiff had nothing to do with directing the sale, so that, independently of the question of law, the plaintiff was not open to the objection which had been taken to him. FRY, L.J., said that, though the rules which had been laid down as to the margin of value in the case of investments of trust funds on mortgages were not hard and fast rules, a trustee who neglected to observe them took upon himself a great risk. His lordship agreed that in the present case the trustee did not act as a prudent man would have acted. Had, then, the plaintiff in any way lost his *primâ facie* right to have the trust fund made good? In his lordship's opinion it had not been shown that the plaintiff was a party to the sale. But it was argued that, even if the plaintiff was not precluded by his own act from claiming the relief which he sought, yet the conduct of the new trustees had exonerated the old trustee from liability. It was suggested that the return of the mortgaged property to the trustee who had made the improper investment was a condition *sine quâ non* to the granting of relief to the plaintiff. No case had been cited in support of this proposition, and, in his lordship's opinion, it could not be maintained. The liability of the trustee who had made such an investment was to make good the loss which had resulted from it. The particular mode in which he would be ordered to do this would depend upon the circumstances of the particular case. No general rule could be laid down. In some cases it might be the most convenient course to order the trustee to pay the whole sum which he had advanced, the security being transferred to him; in other cases it might be more convenient to realize the security and to order the trustee to make good the deficiency. It could not be said that by the mere exercise of the power of sale the new trustees had precluded the *cestui que trust* from any remedy against the old trustee. BOWEN, L.J., did not differ from the law as laid down by his colleagues, though he was of opinion that upon the facts the point of law did not arise at all. He could see no evidence that the plaintiff had directed the sale of the property, and he could not conceive that any act of the new trustees could prejudice the plaintiff's right to relief.—COUNSEL, S. Hall, Q. C., and P. S. Stokes; *Warrington, Q. C.*, and J. G. Wood; *Sturges, Solicitors, H. Hoscombe; Hicks & Son; Yorks H. Bird.*

High Court—Chancery Division.

CHURCHER v. MARTIN—Kekewich, J., 23rd May and 1st June.

CHARITABLE TRUST—REAL ESTATE—MORTMAIN ACT—DEED VOID OR VOIDABLE—RESULTING TRUST—STATUTE OF LIMITATIONS.

In this case the plaintiffs claimed by descent certain real estate and personality savouring of realty which had been granted by a deed of the 22nd of January, 1868, to trustees upon trust for a charity. The deed was never enrolled under the Mortmain Act (9 Geo. 2, c. 36), and the grantor died within a year after its execution. The original trustees and their successors, the defendants, had acted up to the bringing of this action in performance of the trusts declared by the deed, and had been in undisturbed possession of the property. On behalf of the plaintiffs it was contended that, although the trusts of the deed were void under the Mortmain Act, the legal estate passed to the trustees, that there was a resulting trust in favour of the grantor and his successors in title, and that the defendants were trustees for them and could not set up the

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

Statute of Limitations to bar a claim made by their own *cestui que trustent*. The defendants submitted that the deed was void for all purposes, and that as they had been in undisturbed possession for upwards of twelve years, the plaintiffs' claim was barred by the statute.

KEKEWICH, J., held that, not only the charitable trust, but also the legal estate created by the deed of the 22nd of January, 1868, was rendered void by the Mortmain Act, and that no interest passed by that deed either in law or equity. The possession of the trustees could not be considered to be the possession of the grantor and his successors, in whose favour a resulting trust was contended for, for the trustees went into possession upon the faith of a deed which was intended to defeat the grantor and his successors. The defendants had, therefore, acquired a good title to the property by prescription, and the action must be dismissed.—COUNSEL, *Neville, Q.C., and A. Young; Warmington, Q.C., and Freeman; Ingle Joyce*. SOLICITORS, *Harry Ewer, for Donnithorne, Fareham; Sole, Turner, & Co., for Blake, Reed, & Laphorn, Portsea; Hare & Co.*

WILLIAMS v. HUDSON—Kekewich, J., 18th June.

MARRIED WOMAN—SEPARATE ESTATE—PURCHASE OF LAND BY HUSBAND WITH WIFE'S MONEY—STATUTE OF FRAUDS.

In this case the plaintiff, who had been the wife of Herbert Hudson, since deceased, claimed certain of his real property, alleging that it had been purchased with money belonging to her for her separate use. No documentary evidence was put forward in support of the plaintiff's claim, and evidence tendered of a verbal admission by H. Hudson as to the purchase of the property with his wife's money was rejected. The defendant was H. Hudson's heir-at-law.

KEKEWICH, J., in dismissing the case, said:—My view is that if a married woman, with money belonging to her as her separate property, allows her husband to take it and invest it in the purchase of real estate without having any conveyance or declaration of trust executed in her favour, she cannot afterwards claim that real estate. The Statute of Frauds is a complete defence to her claim. There is no suggestion of fraud in this case, neither is it alleged that the plaintiff placed the money in her husband's hands for investment on her own behalf. The land, therefore, must go to her husband's heir-at-law.—COUNSEL, *Leslie; Farwell*. SOLICITORS, *Busk & Co., for Crooks, Birmingham; Goldberg & Langdon, for A. J. O'Conner, Birmingham.*

Bankruptcy Cases.

Ex parte HARKER, Re TATUM—Q. B. Div., 7th June.

BANKRUPTCY—DEFAULTING TRUSTEE—ORDER TO COMMIT—PAYMENT BY SURETY—APPLICATION TO RESCIND ORDER OF COMMITTAL—BANKRUPTCY ACT, 1883, s. 102, SUB-SECTION (5).

This case raised an important question with regard to the right of a trustee in bankruptcy, against whom an order for committal has been made for neglecting to pay into the Bankruptcy Estates Account moneys which have come into his hands in respect of the estate, to have such order rescinded in cases where the money is subsequently paid. On the 3rd of April, 1889, an application to commit was made by the Board of Trade against Harker, who had acted as trustee of the estate of the bankrupt, for non-payment of the sum of £217 found to be due from him, and an order for committal was then made by Cave, J., but such order was not to be drawn up for a week, and was not to go out at all if within that time the trustee paid the money, together with the costs of the motion. The trustee failed to comply with the conditions of this order, and on the 17th of April a warrant was issued against him; but on the 4th of May the Board of Trade applied to a guarantee society, who were in the position of surety for the trustee, and received payment of the £217 from it. The warrant had not been executed, but was still in force, and the trustee now applied that the order which had been made for his committal might be rescinded. The Board of Trade opposed the application, and contended that, if it were acceded to, it would create a dangerous precedent, since every trustee in bankruptcy was obliged to give a bond of a like nature, and, if a trustee who made default could rely that the Board of Trade would apply to the surety for payment, and upon that he would be free from any risk of punishment, it would introduce a laxity into the administration of the Act. There had been no attempt by the debtor to comply with the terms of the order by which he was ordered to pay the money personally.

CAVE, J., discharged the order of the 3rd of April in so far as it directed a committal of the trustee. His lordship said that the Board of Trade had contended that, although the money had been paid by the guarantee society, the trustee had not purged his contempt. But the word in section 102, sub-section (5), of the Bankruptcy Act, 1883, under which the court acted in making the order, was not "contempt" but "default," and if the money had been paid there was no longer any default. The power was given in order to compel payment.—COUNSEL, *F. C. Willis; Muir Mackenzie*. SOLICITORS, *N. Bennett; The Solicitor to the Board of Trade.*

Solicitors' Cases.

Re A SOLICITOR—Q. B. Div., 6th June.

This was an application on behalf of the Incorporated Law Society to have a solicitor struck off the rolls. The short facts of the case were as follows. The solicitor in question had been engaged to act for the plaintiff

in an action for malicious prosecution, which resulted in a verdict and judgment for the plaintiff. For the purpose of taxation of costs the solicitor swore an affidavit of increase, stating that he had paid £17 11s. to one witness whose evidence was material and necessary for the trial. This witness was not called at the trial, and the money said to have been paid to him was disallowed. The matter having come before the Law Society the solicitor made an affidavit in explanation, in which he stated that two or three days after the trial he saw the witness and requested him to call and settle as to the amount due for his expenses attending the trial, as the amount had to be embodied in an affidavit before any of the costs could be taxed; that the witness accordingly called upon him, and being asked what his expenses were, he said, "Say three guineas a day for five days, one guinea for Sunday, and 15s. for railway fare;" that he made out a cheque for £17 1s., being the amount claimed by the witness, less 10s. paid him with his subpoena, and took a receipt for the sum; that he then told the witness that he would have to return him (the solicitor) such an amount as the registrar disallowed, and the witness had better leave the cheque with him until the costs were taxed; that the witness agreed to this, but said he wanted some money there and then; that he gave him £2, keeping the cheque, and giving an undertaking that as soon as the costs were taxed he should be paid the balance with his allowance; that the reason why he asked the witness to leave the cheque was that, the witness being a man of somewhat impecunious circumstances, there might be a difficulty in recovering from him any difference overpaid. The solicitor further urged that he had acted innocently in the matter, under mistake, and that he had only been three years in practice. A number of testimonials were handed in testifying to the honourable and straightforward character of the solicitor. The court, after having heard the case fully argued, had taken time to consider their judgment.

POLLOCK, B., in giving judgment, said that the application was one that was eminently necessary, and one that had been fully argued. The matter was of great importance, both as regards the profession and the solicitor himself. The real complaint was that the solicitor swore an affidavit of increase absolutely untrue. It was a duty cast upon a solicitor that the accounts should be faithful in substance as well as in mere words. No doubt the solicitor had not intended to embezzle or put money in his pocket; but it was a slovenly way of doing business. Clients would be injured and the whole practice of the court would be disturbed. His lordship said that he had considered the case with great care, and had come to the conclusion, seeing that the solicitor had had no lengthened practice, and that he obtained no money benefit nor intended so to do, and that he had an upright character, that justice would be satisfied by the court's saying that the solicitor was reprimanded for the course he took. The inquiry by the Incorporated Law Society was most properly taken, and the costs must be paid by the solicitor.

FIELD, J., in concurring, said that he entertained a serious view of the case. Every person who made an *ex parte* statement to a court, much more a statement upon oath, should tell nothing but the whole truth. How much more was it the duty of an officer of the court to do so. The reason which induced him to concur was that, so far as the facts went, he could not find that it was done for the purpose of robbing the witness and putting money in his own pocket. The practice of handing up testimonials as to the character of a solicitor must be watched with great care.—COUNSEL, *Finlay, Q.C., and Clifton; Hollams.—Times.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

Attendance of Members of the Council from 16th April, 1888, to 13th April, 1889.

Council.		Committee.		Council.		Committee.	
Mr. Addison	34	33		Mr. Mills	35	58	
" Bristow	20	22		" Morrell	13	7	
" Broomhead	—	—		Sir R. Nicholson	1	—	
" Budd	8	13		" Thomas Paine	34	32	
" Clabon	25	—		" Hy. W. Parker	37	54	
" Cooper	6	3		Mr. Pemberton	32	10	
" Cunliffe	26	22		" Pennington	35	143	
" Dees	4	1		" Roscoe	36	82	
" Follett	10	—		" Saunders	12	8	
" Frere	35	8		" Walters	33	30	
" Freshfield	7	5		" Waterhouse	26	62	
" Fry, M.P.	—	—		" Williams	37	43	
" Godden	32	46		" Wing	11	9	
" Gregory	26	30		" Bright	—	—	
" Hollams	25	4		" Clayton	—	—	
" Howlett	19	9		" Davis	1	—	
" Hunter	23	49		" Daw	3	1	
" Hussey	20	6		" Ellett	25	10	
" Janson	23	4		" Ellis	11	2	
" Jevons	3	—		" Heelis	5	1	
" Keen	35	70		" How	—	—	
" Lake	39	138		" Martineau	8	1	
" Lawrence	13	4		" Woodhouse	5	3	
" Manisty	13	17		" *Hampson	2	1	
" Margetts	15	3		" *Mathews	1	—	
" Markby	28	61		" *Peel	5	—	
" Marshall	5	—					

* Retired in October.

LAW ASSOCIATION.

At an extraordinary general court held at the hall of the Incorporated Law Society on Thursday, the 20th inst.—the following being present, viz., Mr. John Boodle (chairman), Messrs. Bolton, Brandon, Clabon, Cornall, Dearborough, Finch, Lucas, Nisbet, Sidney Smith, Toovey, Walmisley, and Arthur Carpenter (secretary)—Sir Richard E. Webster, Q.C., M.P., Attorney-General, was elected president of the association. And it was resolved that a dinner of this association should take place in November next.

LAW STUDENTS' JOURNAL.

THE JUNE FINAL EXAMINATION.

After perusing the conveyancing paper, most of the candidates who were fairly read would pronounce it an easy one. The questions from the Conveyancing Act, Settled Land Act, and Trustee Act, 1888, disclose no particular difficulty, and such tests as "Distinguish between advowsons and rights of next presentation," "What period of adverse possession will confer a good title to real estate," &c., are not beyond a man of average ability. Question 6 required a sketch of a marriage settlement of personal property, and questions 9 and 12 were of a practical character. We are glad to notice question 10, as the rules of descent have been seldom touched upon lately at either the Bar or Solicitors' Examinations. Question 8, "From what date does a will speak, and what property passes under a general devise and bequest?" opens up a large field, though we have no doubt that "from the death" would be the favourite answer to the first half. We hope in our next issue to print a few of the papers, with references to text-books containing appropriate answers.

COUNCIL OF LEGAL EDUCATION.

As the result of the general examination of students of the Inns of Court, held at Lincoln's Inn Hall on May 30 and 31, and on June 3, 4, 5, and 6, the Council of Legal Education have awarded to William Henry Cromie, Gray's Inn, and Emile Henry Monnier, Middle Temple, studentships in jurisprudence and Roman law of 100 guineas, to continue for a period of two years; and to John Anderson, Gray's Inn, and William Jethro Brown, Inner Temple, studentships in jurisprudence and Roman law of 100 guineas for one year. The council awarded to William Harrison Moore, Middle Temple, the Barstow Law Scholarship. The council also awarded to the following students certificates that they have satisfactorily passed a public examination:—John William Aislewood, Inner Temple; Anthony Coulton Allinson, Middle Temple; Eustace Alfred Reynolds Ball, Inner Temple; Richard Whieldon Barnett, Middle Temple; William James Barry, Inner Temple; Archibald Walden Blair, Middle Temple; Alexander Wynter Blyth, Lincoln's Inn; Ivor Bowen, Gray's Inn; James Emile Bridges, Middle Temple; Edward Austen Browne, Middle Temple; John Gulson Burgess, Middle Temple; Jasper Farmer Cargill, Inner Temple; William Carr, Middle Temple; Evelyn Cecil, Inner Temple; Pin Kuie Chang, Middle Temple; John Nicholas Chaster, Middle Temple; Ramchandra Shrinivas Chitgupti, Lincoln's Inn; William Miller Christy, Inner Temple; Geoffrey Clemens Oobb, Inner Temple; Arthur Llewelyn Davies, Inner Temple; Chhotubhai Khandubhai Desai, Middle Temple; Charles Gilbert Dewar, Inner Temple; Andrew William Donald, Lincoln's Inn; John Barton Doré, Middle Temple; Sholto James Douglas, Inner Temple; Albert Curtis Dulcken, Middle Temple; Wentworth Hugh Alexander Ewing, Lincoln's Inn; George Varden Fittock, Gray's Inn; William Temple Frauke, Inner Temple; Felix Emile André Angé Galdemar, Middle Temple; Robert Woodburn Gillan, Middle Temple; John Hall Greaves, Lincoln's Inn; Henry Higgs, Middle Temple; Arthur Charles William Jenner, Lincoln's Inn; William Ambrose Jones, Middle Temple; Cecil Marcus Knatchbull-Hugessen, Lincoln's Inn; Barnard James Lailey, Middle Temple; Cools Theodore Lartigue, Gray's Inn; William Ray Lenanton, Middle Temple; Khaw Joo Ley, Middle Temple; Norman Cranston Macleod, Inner Temple; Henderson M'Master, Lincoln's Inn; Charles Edward Mallett, Middle Temple; Thomas Edward Mansfield, Gray's Inn; Theobald Mathew, Lincoln's Inn; Spyridion Alexander Mavrojan, Inner Temple; Pranjivan Jagjivan Mehta, Middle Temple; Iyotischandra Mittra, Middle Temple; William Harrison Moore, Middle Temple; Henry Osborne, Inner Temple; Anthony Joseph Paulie, Middle Temple; Frederick Peacock, Inner Temple; Mark Beauchamp Peacock, Lincoln's Inn; Dighton Nicholas Pollock, Lincoln's Inn; Frank Ashby Pritt, Inner Temple; Edwin Lane Raggatt, Inner Temple; Arthur Lincoln Reed, Middle Temple; William Rennie, Lincoln's Inn; Edgar Macdonald Robertson, Gray's Inn; Edward Shortt, Middle Temple; Charles Richard Sillem, Middle Temple; George Charles Smith, Middle Temple; Henry Allan Holden Steward, Lincoln's Inn; William Stewart, Inner Temple; Harry Thompson Arnall Thompson, Inner Temple; Charles Meymott Tidy, Lincoln's Inn; Rhys Williams, Inner Temple; and Henry James Theodore Wood, Inner Temple.

The following students passed a satisfactory examination in Roman law:—Olusomoka Rotimi Aladé, Inner Temple; Walter Ashburner, Lincoln's Inn; Clement Meacher Bailhache, Middle Temple; William Lawrence Leonard Bell, Inner Temple; Ernest Edward Holcombe Birch, Lincoln's Inn; Spencer Harcourt Butler, Lincoln's Inn; Reginald Houlton Calvert, Middle Temple; Martin Joseph Camacho, Middle Temple; the Hon. Arthur Algernon Capell, Inner Temple; Fateh Chand, Middle Temple; Norman Sinclair Coghill, Inner Temple; the Hon. George Charles Colville, Lincoln's Inn; Paul Connolly, Inner Temple;

George Barnard Millbank Coore, Middle Temple; Oscar Knocker Dibb, Inner Temple; Lawrence Duckworth, Middle Temple; the Hon. Hubert Valentine Duncombe, Inner Temple; Morgan Owen Evans, Lincoln's Inn; William Herbert Evans, Middle Temple; Edmund M'Gildowny Hope Fulton, Inner Temple; William John Gordon, Gray's Inn; Henry Arthur Hadden, Middle Temple; Griffith Jones, Middle Temple; Pestanji Sorabji Kotval, Inner Temple; Philip Le Maistre, Middle Temple; John Westley Manning, Lincoln's Inn; Peter Horace Martyr, Middle Temple; Shianax Rustomji Master, Middle Temple; John Brumhead Matthews, Inner Temple; Herbert Frederick Mayes, Inner Temple; James Henry Monk, Inner Temple; Arthur Moore, Inner Temple; Robert Morris, Middle Temple; William Muir, Gray's Inn; Pestanji Jamasji Padehah, Middle Temple; George Francis Pires, Middle Temple; Arthur Hungerford Pollen, Lincoln's Inn; Ganpat Rai, Gray's Inn; Louis George Gustave Rochery, Middle Temple; Arthur Rutherford, Middle Temple; Gabriel Hughson Savage, Middle Temple; Percy Mackenzie Skinner, Middle Temple; Alberto Villegas, Middle Temple; and Austin Guy Wrigley, Inner Temple.

THE REPORT OF THE ROYAL COMMISSION ON MARKET RIGHTS AND TOLLS.

The following is a portion of the report to which we referred last week:—

Markets and fairs are probably quite distinct in their origin, although the legal considerations governing them have come to be so far analogous that they are frequently classed together. Lord Coke in the Second Part of his Institutes, p. 221, commenting on cap. xxi. of the Statute of Westminster the First, by which it was provided that for taking outrageous toll the king should seize the franchise of the mart (*la franchise del marche*), says that the word "*marche*" "doth here include as well a faire as a market, for *forum*, whence *faire* is derived, signifieth both, and a *mart* is a great fair holden every year, derived a *marco*, because merchandises and wares are thither abundantly brought, and *mercatus* is derived a *mercado*;" and commenting on cap. xxiv. of Westminster the Second, he says that fairs are included in the enactment there made "*de mercato*," "for every fair is a market, but every market is not a fair." It is commonly said that fairs are larger than markets, and are held only on a few stated days in the year; whereas markets are held once a week, or oftener.

The word fair appears to be properly used to include what Coke speaks of as a mart. It signifies a gathering at the time of one of the annual feasts, and seems to derive its name not from "*forum*," but from "*feria*," which is the proper ecclesiastical term for a saint's day. The feasts or wakes of the patron saints of the villages or districts may, in some cases, represent a continuation of pagan festivals allowed to survive from motives of public policy. In this connection, we may refer to the celebrated letter of Gregory the Great to Mellitus in A.D. 601, in which he directs that "some solemnity" must be provided for the English people in exchange for their former celebrations, "that they may build themselves booths from the boughs of trees about those churches which have been turned to that use from temples."

There are early records which shew that the gatherings at such festivals were used not only for religious purposes, but also for pleasure and business; and were, from the beginning, specially utilized for purposes of trade and commerce. Thus it appears from the Boldon Book—a survey of the Palatinate of Durham, taken in the year 1183—that the rustic tenants of the township of Boldon and of Aucklandshire were bound to make lodges or booths at the fairs of S. Outhbert.

The concourse of persons from a distance on these occasions appears to have been facilitated from very early times by provisions for proclaiming a special "truce," which were directly perpetuated in the so-called "peace of the fair," or the "*Treva regis*," such as that referred to in the Domesday account of Dover.

The word *nundinas*, which is commonly used as an equivalent for "fair," did not originally signify an annual gathering of the kind described. It rather represented what we know as a weekly market, though in later times it was used to describe any periodical trading assembly. In connection with this word we find the earliest suggestions of the prerogative right of creating such centres of traffic, according to the maxim, "*Jus nundinarum a senatu aut a principe impetrandum est*."

In connection with the observations that fairs were connected with the resort of people to the feast of dedication, and that therefore in most places the fairs, by old custom, are on the same day as the wake or festival of that saint, we may remark that fairs were held in the churchyard of the church which was dedicated to the saint till they were restrained in the time of Edward I. A distinction between the wake or dedication feast and the fair strictly so called appears in a litigation of the reign of King John, where the Abbot of Abingdon was summoned to shew his right to hold a fair at Sallingford. The abbot pleaded that he held no fair, but said that there was held there a certain gathering which was called a "wake (*vigilia*)," which was there from the time of the conquest of England, and whereof the Abbey of Abingdon was seised from time immemorial without claiming to take toll or any other custom; but that, nevertheless, there was always buying and selling there. The Abbot of Beaulieu also appeared, and pleaded that he had at that wake a certain custom by royal grant to take a toll of all salt brought to the wake. A copy and translation of the pleadings will be found in the extracts from the Abbreviatio Placitorum in the Appendix. The distinction appears to have turned on the idea that the absence of toll would prevent the assembly from being a legal fair, which view, however, appears to be certainly incorrect, having regard to the later authorities. It appears, indeed, by a reference to Sallingford on the Hundred Rolls of the

beginning of the reign of Edward I., that the wake in question was then recognized as a free fair in the hands of the king, where he took no toll, but received certain profits, such as amercements and the like. The relation between a wake and a fair was also discussed in proceedings on Quo Warranto as to the manors of the Prior of Bolton, in Yorkshire, an extract from which is also included in the Appendix.

It appears, in fact, to be impossible to discover the idea of the fair from the gathering on the day of a festival in early English history, and we may fairly suppose that the gatherings in their original form were held in heathen times on those great occasions when the national sacrifices were offered and the public assemblies were held. Though little is known of the divisions of the ancient calendar, there appear to have been gatherings for these purposes at the solstices and at the end of the harvest. The year began with the Yule feast, and a great festival was held in September, when thanks were given for the harvest, and offerings made to secure a prosperous winter. Another great anniversary was occupied by the November sacrifices; and we know that among the continental Germans all these great anniversaries coincided with popular assemblies and *asizes*. This conclusion is borne out by what we can learn about the ancient Irish fairs. These, according to O'Curry, "were not, like their modern representatives, mere markets, but were assemblies of the people to celebrate funeral games and other religious rites during pagan times, to hold parliaments, promulgate laws, listen to the recitation of tales and poems, engage in or witness contests in feats of arms, horse-racing, and other popular games. They were analogous in many ways to the Olympian and other celebrated games of ancient Greece." He quotes a minute description of one of the most famous of these gatherings, called the fair of Carman, held where Wexford now stands, from the Book of Leinster (dating from about 1150 A.D.) and the Book of Ballymote; and the following extracts will sufficiently illustrate the nature of such ancient assemblies.

After describing the death of Garman, and his begging them to institute a "fair of mourning" for him, the Book of Ballymote proceeds as follows:—"The people of Leinster celebrated this fair by their tribes and by their families down to the time of Cathair Mor. . . . There were seven races there, and a week for considering the laws and the rights of the province for three years. It was on the last day that the Leinstermen of Gabhra South held their fair, which was called the 'steed-contest of the Ossorians.' The Forud of their king was on the right of the King of Carman; the Forud of the King of O'Falghe on his left; and their women were seated in the same manner." In another part of the description the following lines occur:—"Seven mounds without touching each other: Where the dead have often been lamented: Seven plains sacred without a house: For the funeral games of Carman: Three markets in that auspicious country: A market of food, a market of live-stock: And the great market of the foreign Greeks: Where gold and noble clothes were wont to be."

O'Curry also points out that these fairs were regulated by strict bye-laws, a breach of which was punishable by death. No one who attended them could be arrested on account of any previous transactions; nor could the property of anyone be distrained going to, at, or returning from a fair. Women, he says, were especially protected, and an enclosure was set apart for their exclusive use, which was called a "*cot or cotha*."

Besides this Wexford fair, there were other provincial assemblies of the same kind at Tailte, in Meath; at Oruachan, the burial place of the kings of Connaught; at Nenagh, in Tipperary; at Aenach-of-the-burgh, on the Boyne; and at the burial places of the kings of Leinster and Munster.

The reference to the protection of traders on their way to, at, and from a fair may be compared with similar provisions in other countries. In Germany one of the earliest fair charters granted by the emperors extended to them the protection of "the Ban, that all going thither and returning may have peace." In like manner we find the prohibition of distraint for previous debts perpetuated both in the Scottish laws and in the charters of the English fairs.

There is very little reference to fairs either in the collections of laws or other authorities relating to the period of English history preceding the Norman Conquest, although there is no reason to doubt that such annual gatherings took place in many parts of England throughout the whole period between the establishment of the Teutonic kingdoms in England and the imposition of the Norman constitution. Cases will be found in the Appendix where a claimant, summoned to prove his title to a market and fair, pleaded for the former a charter of Edward the Confessor, and for the latter a grant of Henry III. only. It should also be observed that there are only two notices of fairs in Domesday Book, viz., the mention of the third part of a fair at "Aspella," in Suffolk, and of the "*forum annuale*" seized by the Earl of Moretain at "Matele," in Cornwall; and that, even in these instances, there is no estimate of annual value, as is usual where markets are described.

These circumstances lead us to infer that such fairs as existed before the Norman Conquest were of little pecuniary value. This is not inconsistent with the idea that they may have been institutions of considerable importance with respect to their influence on the course of trade and the development of mercantile law. As has been already suggested, they seem to have contributed to secure the peace of the roads, and to have established times of local "truce." They had their own law courts, of which more than one example will be found fully described in the extracts included in the Appendix; and the fact that these courts acted with the aid and for the benefit of "merchants from all parts," must have tended to consolidate the mercantile law. There are some indications that the law of market overt may have grown out of the practices of the merchants at the fairs. Although nothing directly bearing on this point is found in our insular codes, there is a statement as to the German fairs in the ninth century, which shows that the usage was well known on the continent. This statement is found in the works of Notker, one of the St. Gall

writers, living about 850 A.D., who says that "merchants contend that the purchase which is made at an annual fair should be valid, whether it be just or unjust, because it is their custom."

There can, however, be no doubt that, after the Norman Conquest, the fair was treated as a valuable franchise derived from the prerogative of the Crown, and yielding a revenue in tolls and other profits to the king or the grantee of the franchise. The fair, in fact, seems to have been reconstituted on the continental model, the nature of which appears from the numerous grants of annual fairs to religious houses in France from the ninth century onwards. An example of the number and variety of the tolls exacted at a fair in the Norman period will be found in the charter of St. Giles's fair at Winchester, of which a translation is printed in the Appendix; and the same charter will be found to illustrate in a remarkable way the continual growth of a great fair, for, although the original grant by William Rufus was for three days only, five days more were added by Henry I., six by Stephen, and again two more by Henry II., so that the period of the monopoly ultimately extended to sixteen days in all, without reckoning a further period of eight days granted by Edward II., which the abbots had not found it expedient to use.

With the development of foreign trade under the Plantagenet kings, the system of annual fairs undoubtedly attained a great importance. The advantage of the fair was of a double character. It supplied, as Professor Rogers says, "a market in which goods which could not be found in the ordinary town market would be procurable, and in which there would be a wider market for ordinary goods." The value of the franchise was as great to the town traders as to the foreign merchants and chapmen. This may be illustrated by an instance taken from the Hundred Rolls for the County of Lincoln, a reference to which will be found in the Appendix. The men of Lincoln presented that the lord of the fair of St. Botolph had attacked the citizens and oppressed them by exacting toll, although they were free from time immemorial of all customs and demands at that fair, upon which the citizens had withdrawn themselves from the fair until they should be able to obtain a remedy from the king. They proceeded to say that, in the meantime, the then Mayor of Lincoln, with his brother and certain friends, guaranteed to the owner of the fair without the authority of the citizens a rent of £10 yearly; and they added the further statement that the mayor's brother at that time said, before the commonalty of Lincoln, that he would give £10 out of his own pocket "before he would lose his fair of St. Botolph."

The importance which was once attached to fairs has long since passed away, though there was a time when they formed a convenience with which no part of the country could dispense. When the growth of trade progressed faster than the improvement of the means of communication, the value of fixed centres of periodical exchange was great; but, as the means of communication improved, the great marts of Plantagenet, Stuart, and Tudor times have, as Professor Rogers says, "degenerated into scenes of coarse amusement, and, after having been granted and protected as the highest and most necessary franchises, have been tolerated for the sake of their traditions, and are now being generally suppressed as nuisances."

The fair then appears to have been originally an institution derived from ancient tribal and national usages expanding in later times with the growth of the royal prerogative and the increasing necessities of commerce. The market, on the other hand, bears obvious signs of having been introduced on the rules of the civil law. There are but scanty notices of the "*jus nundinarum*" in the Pandects, but it appears that before the close of the Republic the Senate claimed and exercised a jurisdiction to grant or refuse market-rights and a passage in Pliny's letters (Epist. v. 4), shows that neighbouring Municipia were entitled to be heard by counsel against the application of the landowner in a way which closely resembles our later system of inquisitions "*ad quod damnum*."

LEGAL NEWS.

OBITUARY.

MR. JOHN ROBERT WILLIAMS, solicitor, of Birkenhead, died on the 27th ult. Mr. Williams was the eldest son of the Rev. Thomas Norris Williams, vicar of Aber, Carnarvonshire, and was born in 1842. He served his articles with Messrs. Potts & Roberts, of Chester. He was admitted a solicitor in 1864, and he shortly afterwards became a member of the firm of Barlow, Bowling, & Williams, of Essex-street, Strand. He removed to Birkenhead in 1877, on being appointed by Judge Foulkes, to the office of registrar of the Birkenhead County Court (Circuit No. 7). He held that office until his death, and he was also district registrar under the Judicature Acts. Mr. Williams was a perpetual commissioner for Cheshire, and a commissioner of the High Court of Bengal for taking affidavits and acknowledgments of married women in England in respect of property in British India. He was a member of the House of Laymen for the diocese of Bangor. He leaves a widow and four sons. He was buried at Llansadwyn, Anglesey, on the 31st ult.

MR. MAURICE DAVIES ROBERTS, solicitor, of Rhyl, died on the 1st inst., from peritonitis. Mr. Roberts was the fourth son of the Rev. Richard Roberts, and was born in 1848. He was admitted a solicitor in 1871, and he had practised for over fifteen years at Rhyl. He was formerly in partnership with Mr. William Davies, when he had offices also at Holywell and Abergeloe. Mr. Roberts was for some time honorary secretary to the Denbighshire and Flintshire Law Association, and he was clerk to the Commissioners of Taxes at Rhyl, and deputy-coroner for the Northern Division of Flintshire.

Mr. ROBERT REEVES, Q.C., died at 3, Upper Ely-place, Dublin, on the 6th inst. Mr. Reeves was born in 1833. He was called to the bar at Dublin in 1857, and he had for many years a considerable practice in the Court of Chancery. He became a Queen's Counsel in 1880, and he was shortly afterwards appointed a sub-commissioner under the Irish Land Act, 1881. Mr. Reeves was buried on the 10th inst.

Mr. SAMUEL CHAPMAN, solicitor (of the firm of Chapman & Bishop), of Bridgewater and Taunton, died at Bridgewater on the 4th inst. after a long illness. Mr. Chapman was born in 1844. He was admitted a solicitor in 1873, and he had since practised at Bridgewater and Taunton, being associated in partnership with Mr. Frederick William Bishop. He had a considerable county court business in Bridgewater and other adjacent districts. He was nine years a member of the Bridgewater Town Council. Mr. Chapman leaves a widow and seven children. He was buried at Wembdon on the 8th inst. At the Bridgewater County Court on the 13th inst. Judge Paterson expressed his sorrow at Mr. Chapman's death, and spoke of the great ability of the deceased as an advocate.

Mr. LAWRENCE HARRISON, solicitor, died at Penrith on the 12th inst., at the age of eighty, after a long illness. Mr. Harrison was born in 1809. He was admitted a solicitor about the year 1831, and he afterwards became a member of the firm of Atkinson & Harrison at Penrith. More recently he was associated in partnership with Mr. William Little. Mr. Harrison retired from practice several years ago. He was for many years captain in the Penrith Rifle Volunteers, and on his retirement he received the honorary rank of major.

Mr. EDWARD ARCHER WILDE, barrister, Clerk of Assize on the Oxford Circuit, died at 84, Lexham-gardens on the 17th inst. Mr. Wilde was the son of Mr. Edward Archer Wilde, solicitor, of College-hill, and was born in 1826. He was the brother of Lord Penzance, and a nephew of the first Lord Truro. He was formerly an officer in the 21st Bengal Native Infantry. He was called to the bar at the Inner Temple in Michaelmas Term, 1858. He was secretary to his brother when judge of the Courts of Probate and Divorce, and he had been for many years Clerk of Assize on the Oxford Circuit. Mr. Wilde was married in 1858 to the daughter of Mr. Edward Harris Donnithorne, of Twickenham. He was buried at Twickenham Cemetery on the 21st inst.

Mr. JOHN HAMILTON GRAY, a judge of the Supreme Court of the Province of British Columbia, died at Victoria, Vancouver's Island, on the 5th inst., in his 75th year. Mr. Justice Gray was the eldest son of Mr. William Gray, and was born in 1814. He was called to the bar in New Brunswick in 1837, and he became a Queen's Counsel for that province in 1853. He was for several years a member of the Dominion Parliament. In 1872 he was appointed a puisne judge of the Supreme Court of the Province of British Columbia, and he held that post until his death. Mr. Justice Gray was married in 1845 to the eldest daughter of the late Lieut.-Colonel Ormond, of the 39th Regiment.

APPOINTMENTS.

Mr. THOMAS CAPARN, solicitor (of the firm of Soames & Caparn), of Petersfield, has been appointed Clerk to the Petersfield Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Caparn was admitted a solicitor in 1877.

Mr. REUBEN CHARLES GREEN, solicitor, of 5, Verulam-buildings, Gray's-inn, and of Kensington, has been appointed Clerk to the Trustees of the Campden Charity Estates at Kensington. Mr. Green was admitted a solicitor in 1873.

Mr. FREDERICK ARTHUR LAKE, solicitor and notary (of the firm of Day & Lake), of Runcorn, has been appointed Clerk to the Runcorn Improvement Commissioners. Mr. Lake was admitted a solicitor in 1878.

Sir JAMES MARSHALL, late Chief Justice of the Gold Coast Colony, has been created a Knight Commander of the Order of St. Gregory the Great, in recognition by the Pope of his services to the Catholic Missions in West Africa. Sir J. Marshall is the second son of the Rev. James Marshall, and was born in 1829. He was educated at Exeter College, Oxford. He was called to the bar at Lincoln's-inn in Hilary Term, 1860, and he was formerly a member of the Northern Circuit. He was Chief Magistrate of the Gold Coast Colony from 1873 till 1876, a puisne judge from 1876 till 1879, and Chief Justice from 1879 till 1882. He received the honour of knighthood in 1882.

Mr. THOMAS EVANS, solicitor, of Chepstow and Lydney, has been appointed Registrar of the Chepstow County Court (Circuit No. 24). Mr. Evans was admitted a solicitor in 1841.

Mr. HENRY WILSON, solicitor, of Peterborough, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. AUGUSTUS CHARLES WOOLLEY, solicitor (of the firm of Livesay, Woolley, & Bevis), of Brighton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

LIONEL BARNED MOZLEY and THOMAS ALFRED DENNISON, solicitors (Mozley & Dennison), 4, Eastcheap, London. June 13.

[Gazette, June 14.]

GENERAL.

The *Daily Telegraph* understands that Mr. F. A. Philbrick, Q.C.,

Recorder of Colchester, will go on circuit with Mr. Baron Pollock as "judicial commissioner."

It is announced that Mr. Baron Huddleston intended to resume his judicial duties on Tuesday last, but shortly before that time he had another attack of gout. The learned judge, however, anticipates being able to attend court again in about a fortnight or three weeks hence. He is at present at his town residence, Eunsimore-gardens, Prince's-gate.

At the Newington Sessions House on Wednesday a "loving cup" was presented to Sir Richard Wyatt, in recognition of his labours for eighteen years as clerk of the peace for Surrey. Sir William Hardman bore testimony to the great services rendered to the country by Sir Richard Wyatt, both as clerk of the peace and as Parliamentary agent to the Treasury.

Mr. Ruskin, writing to a correspondent who called his attention to attacks upon him respecting the management of St. George's Farm, near Sheffield, says:—"What legal forms exist inconveniencing my action, or yours, I don't know—and never could know—as I waste no moment of life that I can save in reading the obscure language of British law."

The *Albany Law Journal* says that "a story of a Maine judge's love for fishing, and shrewdness in gratifying it, is told by the *Wilton Record*. He was on the bench when word came that the trout were biting at Weld Pond, and he had a case on the docket for trial. It was a divorce case between an old couple who had lived together for forty years, and now wanted to be released from the bonds of matrimony. There were many witnesses, and the judge foresaw that if the case came to trial it would be four or five days before he could get away, so he sent for the old couple and talked the matter over. He gave them good advice, and they finally agreed to try once more to live together in harmony, and went away happy. The next morning the judge started for Weld, and last Friday he landed a twelve-pound salmon. If our judges did less divorcing and more fishing perhaps society would be quite as well off." [Might we hint that if some of our judges did less fishing and more judicial work lawyers would not complain?]

The *St. James's Gazette* says that when the new American minister was a young lawyer his only fault was that he did not know his own value. According to the *Washington Post*, Judge Logan, under whom he read law, told him not to be afraid to charge big fees for his services. "People don't respect a cheap lawyer," said the judge. One day soon after Mr. Lincoln had been admitted to practice, he sat alone in his office, when a messenger brought a note from the Chicago agent of one of the wealthiest insurance companies in America, asking to have the title to a certain piece of property looked up. The young lawyer spent about half an hour looking into the title and then sent his report to the insurance office. Pretty soon the messenger came with another note. This one requested Mr. Lincoln to send his bill by the bearer. He figured it that, since he had worked only half an hour, 10 dols. would be a good stiff price, for it would be at the rate of 200 dols. for a day of ten hours. The words of Judge Logan, however, rang in his ears, and Mr. Lincoln finally made the bill for 25 dols. But before he dispatched his little bill Judge Logan opportunely made his appearance. "You are just the man I want to see," said Mr. Lincoln; and he told him of his dilemma. Judge Logan took the bill and tore it up. "I knew it was outrageously high," said Mr. Lincoln; "but, judge, you always told me to make big bills, and I did this more to please you than myself." "Nonsense," said the judge, "give me a pen." He sat down, wrote another bill, and gave it to the boy. In a few minutes the boy returned with the insurance agent's cheque for 250 dols., and a little note to Mr. Lincoln thanking him for his promptness, and saying the company's other work of this character would be sent to him. "Great Scott!" said the young lawyer to the old one, "did you make out a bill for 250 dols.?" "Of course I did," answered the old judge; "you don't want to be a d—d eleemosynary institution for insurance companies, do you?"

The New Birmingham Law Courts promise to be among the most perfect buildings of the kind in the country. They include accommodation for every description of judicial work, that of magistrates and coroners as well as assizes. There are three magistrates' courts, two of which will be in daily use and the other occupied three days in the week, also a court for the city coroner, the offices of the justices' clerk, the refreshment rooms, and all other offices necessary for the daily magisterial business. The courts specified will form a sort of front block, and may almost be said to constitute a building complete in itself. The reason of this is that, while assizes or quarter sessions are being held concurrently with the police-courts, it will be necessary, with a view to prevent jury-men and parties to the causes under hearing from going astray, that there should be a complete separation between the two tribunals. Each of the magistrates' courts is furnished with a retiring room, and there is, moreover, a very handsome general meeting room for the justices, with lavatories and a library. The assize courts, available also for the purposes of quarter sessions, are placed in the rear of the building, and are surrounded with rooms for the judges, the bar, solicitors, witnesses, grand jury, and petty juries. The two courts, of which one is the Crown and the other the civil court, are fine sister apartments, 56ft. long by 40ft. wide and 26ft high, and are approached by a handsome corridor 15ft. wide which leads from the great hall and terminates with a short flight of steps in what is called the judges' vestibule. The corridor is intersected at right angles by another of equal width, and at the point of intersection an inner waiting hall, 42ft. square, has been formed. This hall constitutes the principal addition to the original design, and it will be of great value as a convenient meeting-place for assize witnesses, as well as for bringing light and air into the centre of the building. It gives direct

access to the courts. The general public will nowhere come in contact with those whose presence in and about the courts is in compliance with either subpoena, warrant, or summons. These classes are to be admitted at the level of the first floor only and will find places in special galleries, approached by a transverse corridor and a side entrance. Behind the two courts are situate the judges' and jurors' retiring rooms; the accommodation for the bar includes a spacious reading room (60ft. by 25ft.), robing rooms, and numerous consultation rooms; the apartments for solicitors and witnesses communicate directly with these latter, and the general arrangement is altogether compact and admirable.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON		APPEAL COURT		Mr. Justice KAY.		Mr. Justice CHITTY.	
Date.		Mr. Justice No. 2.		Mr. Justice KAY.		Mr. Justice CHITTY.	
Monday, June	24	Mr. Pugh		Mr. Godfrey		Mr. Leach	
Tuesday	25	Lavie		Rolt		Beal	
Wednesday	26	Pugh		Godfrey		Leach	
Thursday	27	Lavie		Rolt		Beal	
Friday	28	Pugh		Godfrey		Leach	
Saturday	29	Lavie		Rolt		Beal	
		Mr. Justice NORTH.		Mr. Justice STIRLING.		Mr. Justice KEKEWICH.	
Monday, June	24	Mr. Koe		Mr. Jackson		Mr. Ward	
Tuesday	25	Clowes		Carrington		Pemberton	
Wednesday	26	Koe		Jackson		Ward	
Thursday	27	Clowes		Carrington		Pemberton	
Friday	28	Koe		Jackson		Ward	
Saturday	29	Clowes		Carrington		Pemberton	

COURT OF APPEAL.

TRINITY SITTINGS, 1889.

SPECIAL NOTICE.—Queen's Bench Interlocutory Appeals will be taken in Court I., on Tuesday, June 18, and on Wednesday, June 19; afterwards on every Wednesday during the Sittings, subject to Interlocutory Appeals on Wednesdays, and Bankruptcy Appeals (if any) on Fridays, and to Admiralty Appeals when appointed. Queen's Bench Final Appeals will be taken in Court I., every day during the Sittings, and possibly also in Court II., if the Chancery List should be exhausted before the Vacation.

Chancery Interlocutory and Final Appeals will be taken in Court II. on Tuesday, June 18; afterwards Interlocutory Appeals on every Wednesday. Final Appeals more or less every day during the Sittings.

Appeals from the Lancaster Palatine Court will be taken in Court II. on Thursday, June 20, Thursday, July 4, and Thursday, August 1; see Notice at end of List of Palatine Appeals.

Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court.

APPEALS FOR HEARING.

(Set down to Tuesday, June 11th, inclusive.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

APPEALS STANDING OVER.

(General List.)

1888.

In re The Norwich Town Close Estate Charity & Charitable Trusts Acts, 1853 to 1869 Further hearing of sums originally heard and dismissed by Mr Justice Kekewich for decision of question of Charitable Trust agreed to be taken by Court of Appeal To stand over for completion of evidence, and application to be made for day to be fixed Dec 20

1889.

Brown v Burdett app of Catharine Woodall (executrix of W Woodall, solicitor) from order of Mr Justice Kay on fur con dated 23 June, 1888 Feb 1 (security ordered 20 Feb)

Price v Manning Manning v Price (claim and counter-claim) app of plt from judgt of Mr Justice Kay, dated 29 Dec, 1888 March 4 (security ordered April 3)

Glasier v Rolls app of dft Geo Rolls from judgt of Mr Justice Kekewich, dated 13 March, 1889 March 25 (Not till one week after judgment in Peek v Derry [House of Lords] by order)

Canot v Oppenheim app of dfts Manhattan Freehold Gold and Silver Mining Co from judgment of Mr Justice Kekewich dated 9 March, 1889 April 9 (security ordered 7 May)

For Hearing.

(General List.)

1889.

Chamberlyn v Allen & Sons app of plt from refusal of Mr Justice Kay to vary Chief Clerk's Certificate as to set off Chamberlyn v Allen & Sons app of plt from refusal of Mr Justice Kay to give leave to bring in further account or surcharge Chamberlyn v Allen & Sons App of plt from order of Mr Justice Kay directing payment into court of amount found due by Chief Clerk's certificate Jan 3 (restored after security given)

In re J F Stevens, dec Stevens v Stevens app of E. Stevens & ors (having liberty to attend) from order of Mr Justice North, dated Feb 5, on fur con and refusal to vary Chief Clerk's certificate Feb 19 (restored after security given)

In re Eliza Salmon's Will Trusts Priest v Uppley app of plt from judgt of Mr Justice Kekewich, dated Feb 23 Mar 5 (restored after service of third party notice)

In re Anne Rowe, dec Jacobs v Hind App of pliff from judgt of Mr Justice Kekewich, dated March 21 April 10

Weston v The New Guston Co, ld app of pliff from judgt of Mr Justice Kay dated April 16 April 17

Liverpool District Registry In re Catherine Greaves' will trusts and Trustees Acts Ex parte Holland & ors app of Michael H Lakin from order of Mr Justice Kekewich, dated April 6 upon construction of will April 18
In re Jno Bowes' Estate, Earl of Strathmore v Vane (Creditors' Claim) app of dft E Young Western from order of Mr Justice North dated April 4, 1889 and notice of contention by Madame Bowes May 2
Cooke v Garter app of dft from judgt of Mr Justice Kekewich, dated April 5 1889 May 6

In re Rev Dunckley Thomas, dec, Wildish v Fowler app of dft from judgt of Mr Justice Kekewich, dated Dec 4, 1888 May 11

In re Contract, dated 31 July, 1888, for sale of Leasehold Estates, made between, Trustees of 163rd Starr Bowkett Bldg Soc & Chas Sibun and V & P Act, 1874 app of Chas Sibun from order of Mr Justice Chitty, dated May 2, 1889 May 21
Tuck v The Southern Counties Deposit Bank, ld app of dft from judgt of Mr Justice Kay, dated May 8, 1889 May 22

In re Smith's Charity, Attorney-General v Duke of Northumberland app of Committee of Poor Kindred from judgt of Mr Justice Chitty, dated January 30, 1889 May 24

Curwen v Milburn app of dfts from order of Mr Justice North, dated 24 May, 1889, directing a review of taxation on ground that not statute barred May 27
Garrard v Edge & Sons (infringement of patent) app of p't from judgt of Mr Justice Kay, dated 22 May May 29

In re Jno Bracken, dec Doughty v Townson app of plt from judgt of Mr Justice North, dated 23 March, 1889, on point of law May 30

In re Charlotte Wright, dec Wright v Hampden (construction) app of dfts L P H Hampden & anr from judgt of Mr Justice North, dated 7 March, on originating summons adjourned into court June 5

Kerr v The Chartered Mercantile Bank of India, London, & China Ritchie (claimant) v Kerr (respondent) app of Mary Kerr from order of Mr Justice North, dated 26 March, at trial of issue directed by order dated 20 May, 1887 June 6

In re The Combined Weighing and Advertising Machine Co, ld & Co's Acts (petn of John B Ball) app of petner from refusal of Mr Justice North, dated 1 June of winding up order June 7

FROM THE COUNTY PALATINE COURT OF LANCASTER.

From Final Orders and Judgments.

1889.

Frost Bros v Rooke Bros app of dfts from order of the Vice Chancellor, dated Jan 29, dismissing motion to vary Registrar's Report Feb 14

Proctor v Bayley & Son app of dfts from judgt of the Vice Chancellor, dated Nov 22 Feb 26

In re Contract for Sale between Wm Cropper & W H Anthony & V & P Act 1874, & Lancaster Acts, 1850, 1854 app of W H Anthony from order of the Vice Chancellor, dated Feb 13, declaring waiver of right to make good title Mar 7

In re Contract, dated Feb 1, 1886, between W D Mackenzie and James Thomson and V & P Act and Lancaster Acts app of W D Mackenzie from order of the Vice-Chancellor, dated Mar 6 Mar 16

In re D Baillie's Estate expte Agnes Gilmour, residuary legatee (whether wages included in bequest) app of Agnes Gilmour from order of the Vice-Chancellor, dated Mar 18 April 12

Johnson v Rawcliffe (construction of will) app of plt from order of Vice-Chancellor, dated June 18, on fur con April 16

Heap v Harley (assignment of patent within certain radius) app of plt from judgt of the Vice Chancellor dismissing action, dated 13 July, 1888 (Manchester District) May 20

N.B.—The above Palatine Appeals (except No 7) will be taken on Thursday, June 20, and following days until disposed of.

N.B.—Afterwards, during the Sittings, Palatine Appeals (if any, which may have been previously reached in the General List) will be taken on the following days—viz. :—

Thursday, July 4

Thursday, August 1

FROM ORDERS MADE ON INTERLOCUTORY MOTIONS IN THE CHANCERY DIVISION.

Separate Interlocutory List.

1889.

Scott v Croaker app of dfts from order of Mr Justice Kay, dated May 10, restraining erection of building to greater height until trial May 24

Brooks v Brooks app of dft from order of Mr Justice Chitty, dated May 10, affirming Chamber order for stay of proceedings in action May 30

Divorce—Mary Connolly, Petr, v Lawrence Connolly, resp app of petr Mary Connolly, from order of Mr Justice Butt, dated May 21, affirming Chamber order for stay of proceedings on resp being willing to resume cohabitation June 3

FROM THE QUEEN'S BENCH AND, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

Per Judgment.

The Mogul Steamship Co, ld, v McGregor, Gow, & Co, ld app of plt Co from judgt of the Lord Chief Justice at trial without a jury in Middlesex (c a v March 19 Present, Master of the Rolls and Lords Justices Bowen and Fry)

For Hearing.

1888.

The Scotch Whisky Distillers, ld, v Elborough & Co, 1887, S 5,269 app of dft C E Eden from judgt of Mr Justice Mathew at trial without a jury in Middlesex July 27 (security ordered 16 Jan)

The Scotch Whisky Distillers, ld, v Elborough & Co, 1887, S 3,967 app of dft C E Eden from judgt of Mr Justice Mathew at trial without a jury in Middlesex Aug 15 (security ordered 16 Jan)

The Scotch Whisky Distillers, ld, v Elborough & Co, 1887, S 5,269 app of dft J N Flatau from judgt of Mr Justice Mathew at trial without a jury in Middlesex Aug 30 (security ordered 16 Jan)

The Scotch Whisky Distillers, ld, v Elborough & Co, 1887, S 3,967 app of dft J N Flatau from judgt of Mr Justice Mathew at trial without a jury in Middlesex Aug 30 (security ordered Jan 16)

Edwards v Salmon app of plt from judgt of Baron Pollock at trial without a jury at Bury St Edmunds Aug 1 (security ordered 7 Nov)

Williams v The Association for the Protection of Commercial Interests as respects Wrecked and Damaged Property app of dfts from judgt of Mr Justice Grantham at trial without a jury at Liverpool Aug 24

Eden v Riddale's Ry Lamp and Lighting Co, ld app of dfts from judgt of Mr Justice Grantham at trial without a jury in Middlesex Nov 23

R D King v The London Improved Cab Co, ld (Q B Crown Side) app of dfts from judgt of the Lord Chief Justice & Mr Justice Manisty on app from County Court at Shoreditch Dec 11
Ship Westbourne (salvage) Owners of Howick & ora v Owners of Westbourne, Cargo & Freight app of dfts from judgt of Mr Justice Butt, dated July 13, 1888 Dec 19 (without assessors)
Goslings & Sharpe v Blake, Surveyor of Taxes (Q B Revenue Side) app of Surveyor of Taxes from judgt of the Lord Chief Justice and Mr Justice Manisty on case stated Dec 29

1889.

Field & anr v Manlove & anr app of pils from judgt of Mr Justice Field dated 29 June at trial with a jury in Middx Jan 21
Beck & ora v Pierce app of pils from judgt of Mr Justice Grantham dated 22 Dec at trial at Liverpool Jan 22
Spain v Ferguson app of dfts from judgt of Mr Justice Mathew dated 25 Oct at trial in Middx Jan 23 (security ordered Feb 6)
Hogan v Shaw app of dfts from Justices Denman & Stephen, dated 22 Jan, after trial by Baron Huddleston in Middx Feb 8
Potts & ora (Trustees of East Bolton Freehold Land Soc) v Leadbitter (Q B Crown Side) app of pils from judgt of the Lord Chief Justice and Mr Justice Hawkins affirming judgt of County Court Judge Feb 15
The Guardians of the Poor of Dartford Union, County of Kent v S Trickett & Sons app of dfts from judgt of Baron Pollock, dated 5 Feb, after trial at Lewes Feb 16
Chancery Action Chapman, Morsons, & Co v Guardians of Auckland Union acting as Auckland Union Sanitary Authority, Durham app of dfts from judgt of Mr Justice A L Smith for Mr Justice Stirling, dated 4 Aug, at trial at Leeds, and notice of contention by pils Feb 28
Cornish v The Accident Insurance Co, ld app of pils from judgt of the Lord Chief Justice, dated 15 Feb, at trial with special jury at Oxford March 1
Clary v Fuller app of dft from judgt of Baron Pollock, dated 1 March, at trial in Middx March 7
The Faure Electric Accumulator Co v Philippart app of dft from judgt of Mr Justice Hawkins, dated 27 Feb, at trial in Middx March 9 (security ordered 20 March)
Walker v Wilsheer app of pils from judgt of Baron Huddleston, dated 16 Feb, at trial with a jury in Middx March 18
Chandos-Pole v Cook app of pils from judgt of Mr Justice Stephen, dated March 14 at trial at Derby March 22
Butcher & anr v Davies & anr app of dfts from judgt of Mr Commissioner Vaughan Williams, Q.C., dated March 6, at trial at Lancaster March 29
The Halifax Commercial Banking Co, ld, v Crowther & ora app of dfts Allchin, Linnell, & Co from judgt of Mr Justice Denman, dated 26 March at trial at Leeds April 2
Buller v Hobart app of dft from judgt of Mr Justice Field, dated 27 March at trial in Middlesex April 2
Swaby v The Port Darwin Gold Mining Co, ld app of pils from judgt of Mr Justice Stephen, dated March 28 at trial in Middlesex April 2
Berk & C v Henderson & Co app of dfts from judgt of Mr Justice Stephen, dated 22 March at trial in Middlesex April 6
Turner v The Guardians of the Poor of Skipton Union app of pils from judgt of Mr Commr F Meadows White, QC, dated 27 March, at trial at Leeds April 8
The Mersey Docks & Harbour Bd v The Mayor, Aldermen, and Burgesses of Borough of Birkenhead app of pils from judgt of Mr Commr Vaughan Williams, QC, dated 23 March, at trial at Liverpool April 11
Riddick v Mareh app of pils from judgt of Mr Justice Charles, dated 23 March, at trial at Liverpool April 11
Edwards v Williams app of dft from judgt of Mr Justice A L Smith, dated 16 March, at trial in Middx April 15
Mitchell v Cherry app of pils from judgt of Mr Justice Charles, dated 21 Feb, at trial at Carlisle April 24
Ellison & ora v Croysey app of pils from judgt of Mr Commr Gainsford Bruce, QC, dated 3 April, at trial at Leeds April 26
Tucker, Trustees of F C Jones & Co, v Lovitt app of pils from judgt of Mr Justice Grantham, dated 10 April, at trial in Middx April 26
The Commrs of Inland Revenue v Geo Angus & Co, ld (Q B Revenue Side) app of Commrs from decision of the Lord Chief Justice & Mr Justice Hawkins, dated 8 April, on case stated as to amount of stamp duty April 26
The Commrs of Inland Revenue v Jas Lewis & Sons, Liverpool Copper Wharf Co, ld (Q B Revenue Side) app of Commrs from decision of the Lord Chief Justice & Mr Justice Hawkins, dated 8 April, on case stated as to amount of stamp duty April 26
Young, Howarth, & Co v Allchin, Linnell, & Co app of pils from judgt of Mr Justice Denman, dated 13 April, at trial at Leeds April 27
Smart, an infant, by next friend v Fisk & anr app of pils from judgt of Mr Justice A L Smith, dated 20 March, at trial in Middx April 29
Nathan v Nelson app of pils from judgt of Mr Justice Manisty, dated 16 April, at trial in Middx May 1
Phillips & anr v Rees app of dft from judgt of Justices Mathew and Grantham, dated 30 April in special case May 4
The Canada Shipping Co, ld, v The British Mutual Protection Association, ld app of pils from judgt of Mr Justice Charles, dated 4 May at trial in Middlesex May 8
Geler v Rawson & anr app of pils from judgt of Mr Justice Stephen, dated 13 April at trial with a jury at Leicester May 10
Attorney-General v The Mayor, & ora, of Newcastle upon Tyne and anr app of pils from judgt of Mr Justice Wills, dated 17 April, at trial in Middlesex May 14
Hannan v Beeton app of dft from judgt of Mr Justice Wills, dated 2 May, at trial in Middlesex May 15
Walker v Beeton app of dft from judgt of Mr Justice Wills, dated 2 May, at trial in Middlesex May 15
Halsted v Hayward app of dft from judgt of Justices Mathew & Grantham, dated 1 May, disorced to be entered for pils after argument of point of law raised in pleadings May 16
The Butte Docks Co v The Marthyr Tydfil Gas Co app of the Co from judgt of the Lord Chief Justice, dated 9 April, at trial at Monmouth May 20
Crowther v The Lancs & Yorks Ry Co app of pils from judgt of Justices Mathew & Grantham, dated 15 May, after trial by Mr Justice Denman with a special jury at York May 20
Pryke v Ford app of dft from judgt of Mr Justice Charles, at trial in Middx May 20

Lord Tredegar v The Pontypridd Caspilly & Newport Ry Co app of dft from judgt of Mr Justice Stephen, dated 3 April, at trial in Middx May 22
Brackley v The Vestry of St Mary, Batzsea, & anr app of pils from judgt of Mr Justice Charles, dated 2 May, at trial in Middx May 22
S N Stevens v The Justices of the Peace for Sharnbrook Division of the County of Bedford (Q B Crown Side) app of pils from judgt of Justices Field & Cave, dated 6 May, affirming refusal of Sessions to renew licence for misconduct May 27
Atkin & Co v Wardle & ora app of dfts from judgt of Mr Justice Denman, dated 18 May, at trial in Middx May 28
The Hornsey Local Bd v The Monarch Investmt Bldg Soc & anr (Q B Crown Side) app of pils from judgt of Justices Mathew & Grantham, dated 16 May, affirming judgt of County Court Judge May 29
Chancery Action Swaine v Wilson app of dfts from judgt of Mr Justice Denman, dated 28 March, for Mr Justice Stirling at trial at Leeds May 29
Maltby v Whittton app of pils from judgt of Mr Commr F Meadows White, QC, dated 11 May, at trial at Leeds May 30
Mitchell v Strousberg app of dft from judgt of Mr Justice Charles, dated 22 May, at trial in Middlesex May 30
The North London Equitable Building Society v Cray app of dft from judgt of Mr Justice Grantham, dated 4 Feb at trial in Middlesex May 31
Jones & anr v The Didcot, Newbury, and Southampton Ry Co app of pils from judgt of Baron Pollock, dated 27 Feb, at trial in Middlesex May 31
Prado v Chamberlaine & ora app of dfts from judgt of Mr Justice Charles, dated 22 May, at trial in Middlesex June 4
Jenkins & anr v Burr & anr app of dfts from judgt of Mr Justice A L Smith, dated 5 June, 1888, at trial in Middlesex June 4
Firth v The Northumberland Permanent Benefit Building Society app of pils from judgt of Mr Commissioner F Meadows White, Q.C., dated 11 May, at trial at Newcastle on Tyne June 5
The Manchester, Sheffield, and Lincolnshire Ry Co v Saddon app of pils from judgt of Mr Commissioner F A Bosanquet, Q.C., on counter-claim, dated 18 May at trial at Manchester June 5
Howe v The Lancashire Felt Co, ld (Q B, Crown Side) app of pils from Justices Manisty & Mathew affirming judgt of County Court Judge, dated 3 June for dfts June 8

FROM ORDERS MADE ON INTERLOCUTORY MOTIONS IN THE QUEEN'S BENCH DIVISION.

Interlocutory List.

1889.

Harris & anr v F Smart (Q B Crown Side) app of dft from order of Justices Mathew & Grantham for new trial—action tried by Judge of Birmingham County Court (part heard 6 June by the Lord Chief Justice & Lords Justices Lindley & Lopes—to proceed on Wednesday, 19 June)
Portugal v Henderson app of dft from Justices Denman and Stephen refusing new trial—action tried by Mr Justice Hawkins in Middx (restored after security given)
Johnson v Lindsay app of pils from order of Baron Pollock & Mr Justice Manisty for new trial—action tried by Mr Justice Grantham in Middx May 17 (security ordered May 22)
Mason & Barry, ld v La Societe Industrielle et Commerciale des Metaux app of Liquidator from Justices Mathew & Grantham refusing to set aside receiver order or stay proceedings under judgt May 18
Haggin v Comptoir d'Escompte de Paris app of dfts from Justices Field & Cave affirming refusal of Judge and Master to set aside writ for want of jurisdiction May 22
Quebrada Ry Land & Copper Co, ld v Comptoir d'Escompte de Paris app of dfts from Justices Field & Cave affirming refusal of Judge & Master to set aside writ for want of jurisdiction May 22
Lancs & Yorks Ry Co v Assessment Committee of Bolton Union & Overseers of Gt Lever (Q B Crown Side) app of Assessment Committee from Justices Field & Cave affirming rate on app from Quarter Sessions, under Baines's Act, 12 & 13 Vict c 45, s 11 May 22
In re J H Lamb, formerly a Solr, & ora app of J H Lamb from Justices Field & Cave refusing to restore name to Roll of Solicitors May 22
Mason & Barry, ld, v Comptoir d'Escompte de Paris app of dfts from Justices Field & Cave refusing to set aside writ and service for irregularity May 24
Carpenter, trading, & ora, v Deen app of dft in issue from judgt of Mr Justice Charles at trial of interpleader issue in Middlesex May 24
Russell & ora v Cambefort & Co app of dfts from Justices Field & Cave refusing application to set aside writ and service out of jurisdiction May 25
Strube v Southwark and Vauxhall Water Co app of dfts from Justices Mathew and Grantham refusing new trial—action tried by Mr Justice Hawkins with a jury in Middlesex and nonsuit directed May 27
Cole v The Accident Insurance Co, ld app of pils from Justices Mathew & Grantham refusing new trial—action tried by Baron Huddleston with a special jury in Middlesex May 27
Marcussen v The Birkbeck Bank app of pils from order of Baron Pollock & Mr Justice Manisty for new trial—action tried by Mr Justice Grantham with a jury in Middx May 29
The Queen v T J Barnardo (Q B Crown Side) app of dft from order of Justices Mathew & Grantham quashing return to habeas corpus and granting attachment for contempt May 29
In re an Arbitration between Kirk & anr & East & West India Dock Co from Justices Denman & Stephen refusing to set aside award of Sir F Bramwell on submission of June 30 May 30
In re Same Arbitration app of the Co from Justices Denman & Stephen refusing to set aside award of Sir F Bramwell, on submission of 17 July May 30
Jarvis v The Marine & General Mutual Life Assoc Soc app of dfts from Justices Mathew & Grantham refusing new trial—action tried by Mr Justice Cave at Cardiff May 30
Hunt v Clarke & anr app of dft F N Clarke from Justices Mathew & Grantham refusing to commit for publication in "Star" of proceedings in pending action before trial June 6

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

(ADMIRALTY.)

For Hearing.

With Nautical Assessors.

1889.

Ship Vindomora (damage) Lamb & ora v Owners of the Vindomora and freight app of pils from judgt of Mr Justice Butt, dated Nov 5 Nov 30

Ship Garonne (damage) Owners of Lucinda v Orient Steam Navigation Co, 1 app of pils from judgt of Mr Justice Butt, dated Nov 2 Dec 12 1889.

Ship Stelling (damage) Owners of Ship Burlington & ors v Owners of Ship Stelling & ors app of pils from judgt of Mr Justice Butt, dated Dec 10 Jan 15
Ship Calliope (damage) Owners of Steamship Calliope v The Tredegar Iron & Coal Co, ld app of pils from judgt of Mr Justice Butt, dated July 25 Feb 20
Ship Earl Wemyss (damage) Owners of the Ardencleugh v Owners of the Earl Wemyss app of pils from judgt of Mr Justice Butt, dated Feb 19 March 15
Ship Empress of India (damage) Goodyear & ors v Owners of Empress of India app of dfts from judgt of Mr Justice Butt, dated March 4 March 26
Ship Endeavour (damage) Bendie & ors v Owners of Ship Endeavour & Freight app of pils from judgt of Mr Justice Butt, dated Feb 22 May 9
Ship Glenoe (damage) Owners of Largo Bay v Gow & ors app of dfts from judgt of Mr Justice Butt dated April 1 May 29
Ship Rugby (damage) The General Steam Navigation Co v Owners of the steamship Rugby app of dfts from judgt of Mr Justice Butt, dated May 16 June 1
Ship Duke of Buccleuch (damage) Smith & ors v The Eastern Steamship Co, ld app of pils from judgt of Mr Justice Butt, dated 20 May June 6

FROM THE QUEEN'S BENCH DIVISION, SITTING IN BANKRTCY.

In re Bankruptcy Act, 1869, & Discharge & Closure Act, 1883 In re J J Rugeroni & Co Ex parte R Alabaster (trustee) app of Trustee from refusal of Mr Registrar Giffard to extend time for close of Bankruptcy (pt hd 18 Jan adjud sine die, restored by order)
In re Thomas F Bradbrook Expte Trustee app of Trustee from order of Mr Registrar Giffard, dated 3 June, refusing liberty to examine at residence before an officer of court
In re Wm Musto Expte Codd's Executors app of Codd's Executors from decision of Mr Registrar Brougham, dated 20 May, refusing to vary prior order of 27 Sept, 1886

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

TRINITY SITTINGS, 1889.

Causes for Trial or Hearing.

(Set down to Tuesday, June 11th, inclusive.)

(Continued from p. 530.)

Before Mr. Justice KAY.
Causes for Trial (with witnesses and without witnesses).

In re Earnshaw Earnshaw v Lewis
Lewis v Dawson act wits
Fastledge v Warner act
Jarrow, &c, Bldg Soc v North Eastern Banking Co, ld act wits (not before July 20)
In re Briggs Houghton v Fox act wits (not before May 18)
Hallett v Voal m f j
Bird v Ingram act wits
Stokell v Niven act wits
Paget v Padmore act wits
Smallwood v Mills act wits
Chandon & Co v Jones act wits (not before July 18)
Davies v General Credit, &c, Co act wits (not before July 1)
Walden v Allen act wits
Moye v Salmon act wits
Bradley v Peacock act wits
Serle v Fardell & Co act wits
Delmard v Sewell act wits
Miller v Stear act wits
In re Croft Broughton v Wilders act wits (not before June 30)
In re The Meta Coal Consumers Assocn, ld, & Co's Acts Expte W Wainwright motn, wits list by order
In re the same Assocn Expte W F Thureby motn, wits list by order
In re the same Assocn Expte H L O'Grieb motn, wits list by order
In re the same Assocn Expte J M Anderson motn, wits list by order
In re the same Assocn Expte J Uscher motn, wits list by order
In re the same Assocn Expte B Kisch motn, wits list by order
In re the same Assocn Expte Sir G Campbell motn, wits list by order
Godwin v Spanton act wits
Bush v Duin act wits
United Telephone Co, ld v Tasker & Sons act wits
Alford v Logan act wits (not before July 1)
In re Harvey Farmer v Harvey act wits
Fox v Baker act wits
Wolf v Homberger act wits
Dukes of Buccleuch v Eden act, wits
Maud v Erskine act, wits (not before Nov 1)
Pritchard-Morgan v Wright act, wits
Beadle v Bodyk & Co act & m f j wits
Tomlinson v Glen act, wits

Charles v Gover act, wits
Martindale v Martindale act, wits
B Edgington ld v J Edgington & Co act, wits
Griffiths v Lewis act, wits
Roberts v Edwards act, wits
London & North-Western Ry Co v Richard Evans & Co act, wits (not before July 1)
Hornfray & anr v Oliver & ors act, wits
The Briton Medical & Assocn v Britannia Fire Assocn act, wits
In re Oddy Garthwaite v Carter act, wits
Rogers & Sons ld v Rottgen & anr act July 15 (by order)
Fothergill v Humphreys act
Strong v Capital & Counties Bank, ld act
Branton v Young act wits
Hobbs v Hobbs act
Rendall v Blair act wits
Mexon v Berkeley Mutual Benefit Bldg Soc & ors (special case)
Skilbeck v Royal Bank of Scotland act & m f j
In re McKee, Forster, & Co, ld & Co's Acts motion wits
Smith v Smith act wits
Scott v Horner act wits
Tilbury, on behalf, &c v Silva act wits
Lamplough v New Brunswick Tradg Co act wits
The Bristol Brewery (Georges & Co) ld v Jones act
Poulett v Harrison & Sons act wits
Winnington-Ingram v Webb act wits
Lloyd v Evans act wits
Few v Pember act wits
Willocks v Croaker act wits
Bourke v Davis act wits
Bell v Weaver act wits
Morley v Butcher act wits
Morant v Cooper act wits
Smith v Moore act wits
Flint v Munns act wits
In re Met Coal Consumers' Co ld & Co's Acts (Expte W Ross) motion wits list, Ly order
Hunt v Dupree act wits

Adjourned summonses.

In re Hornby Long v Hornby
Thom v Taylor pt hd (not before 1 August)
In re Newton's Settled Estates and S L Act
In re Pick Rosenfeld v Pick

In re Dale & Plant, ld, & Co's Acts (Claim)
In re Cuno Mansfield v Mansfield
In re Cawley & the L & S W Ry Act, 1875, & L C Act, 1845
Clark v Hayas
In re Thompson Sheffield, &c, Bank v Thompson
In re Davenport Davenport v Wilders
In re Clay, dec Francis v Bakewell
In re Anglo-Indian & Colonial Industrial & Commercial Institutions, ld & Co's Acts
In re the Co's Acts, 1862 & 1867 In re Edge Bros, ld
In re Geo Stone v Morris
Constable v McKerrow
In re Wycliffe Steamship Co, ll, & Co's Acts
In re Land Corps of England, ld & Co's Acts (expte W Thomas) to vary certificate
In re Same (expte H Gibbs) to vary certificate
In re Peace & Homewood, &c Davies v Davies
In re Fitness Fitness v Barrett (pils)
In re Same (dft E M Sharpe)
In re Stephens Warburton v Stephens
In re Miles Miles v Miles

Further Considerations.

Dreyfus v The Peruvian Guano Co, ld fur con
In re Crook Crook v Watkins fur con (short)
In re Rutter Paine v Francis fur con (short)
In re Harvey Short v Parratt fur con

Before Mr. Justice CHITTY.

Causes for Trial (with witnesses).
Rose v Rose Rose v Rose Rose v Rose consolidated acts
In re Syred's Settlement Trusts Stanley v Warner act
Le Dieu v Boord & Son act
In re The Nouveau Monde Gold Mining Co ld & Co's Acts mtn of Mr John Howard to remove name from regtr of members, with wits, by order
In re E Beacher, dec Beacher v Beacher act
Bullock v Dale act
In re Read & Groswell's Design No 6,252 mtn to rectify Register, placed in wits list for cross examination, by order
Brown, on behalf, &c v The North Carolina Estates Co ld Robins v Brown & ors act & m f j
Betts v Betts act (restored by ord)
Saxby v Farmer act
Boam v Emanuel act
Dummer v Harding act
The Ashton Gate Brewery Co, ld v Hampton act (Bristol D R)
Thompson v McMurdo act
Attorney-General v Manchester Ship Canal act (set down by order)
The Briton Medical and General Life Assocn, ld v Steward act
Siemens v The Landore Siemens Steel Co, ld act
Southwell v Reading act
Fowler v Barstow act & m f j
Close v Ramsden act
Walker v Needham Needham v Walker act
Gittwalt v Foster act
Campbell v Hawkins act
Myers v Myers act
Otto v Singer act
Fooks v Hall act
Norman v Oakley act
Spiel's Patent Petroleum Engine Co, ld v Spiel act
In re Wm Bigham, dec Thorpe v Jeremiah act
Cheyne v Burt act
Stewart v Smees act
Glubb v Skinner act
Bolton v Chappell act
Phillips, on behalf, &c v The Atkins Filter & Engineering Co, ld act
Fletcher v Nicholls Nicholls v Fletcher act
Hart v Nainby act
In re Jas Fraser, dec In re Ann Fraser, dec Guthrie v Fraser Fraser v Guthrie act
Groom v Loader act

St Pancras Vestry v L & N W Ry Co act
In re Carvall, dec Hawkins v Turner act
Edwards v Trevethan act
The Western Wagon & Property Co, ld v West act
Hunt v Morris act
Omond v Bridson act

Causes for Trial (without witnesses).
In re Royal Exchange Shipping Co, ld expte Eccles & Co & ors adj sums (gen average)
In re Upton, Atkey, & Upton, Solicitors Expte Major de Havilland adjd sums (objects to taxn)
In re C Smith's Estate Robson v Tidy adjd sums (affit of doots)
In re Earl of Dudley's Estate claims to legacies given by testator's Will to clerks adjd sums
In re Anne Hall's Estate Fitzhugh v Parsons adjd sums (order 53)
In re T R Browne's Estate Raggett v Browne Settled Land Act adjd sums
Newman v Newman act and motn for judgt
Rosenar & ors v Ryland & ors motn for judgt
Palmer v Robinson adjd sums sufficiency of answers to interrogatories
Mynors v Blaine motn for judgt
In re D Robert's Estate Roberts v Roberts adjd originating sums
In re Oriental Bk Corpn Expte Walsh, Hall & Co. (objects to taxn) adjd sums
In re P J Miles' Estate Miles v Batten expte Trustees adjd sums
In re John Walker, dec Stevens v Pullen adjd sums
Kettlewell v Kettlewell expte Pilt adjd sums
In re Tarrant's Settlement Trusts In re McCall & anr Trusts Hubbard v Morgan adjd sums (ord 55)
Ward v Royal Exchange Shipping Co expte Aberdeen Sea Insee Co adjd sums
In re Eastern Counties Land & Investment Corpn (misfeasance) adjd sums against late Directors
In re G P Arden's Trusts Boden v Arden adjd sums (ord 55)
In re Julia Kerle's Trusts Lovell v Weymouth adjd sums (ord 55)
Macqueen v Zeriff act
Brodhurst v Carpenter act
Callow v Callow act
In re Brown's Hospital & Charitable Trusts Act adjd sums (points raised on scheme)
In re Bacon's Settlement Trusts Hutton v Anderson adjd sums (division of funds)
Strutt v Tippet act
In re Stevens, dec Stevens v Stevens m f j (short)
Rackham v Woodhouse m f j (short)

Further Considerations.

Ward v Royal Exchange Shipping Co ld, & three other actions, consolidated fur con
Blair v Saunders fur con
In re W M Finlay, dec Finlay v Clarke fur con

Procedure Summonses.

Bailward v De la Chapelle appln of pils for further production of documents by dft Victor De la Chapelle
Bailward v De la Chapelle appln of pils for better answer to interrogatories by dft Victor De la Chapelle
Bailward v De la Chapelle appln of defendant for further answer to interrogatories
Blaydes v Selby appln of dft to strike out claim as disclosing no reasonable cause of action

Before Mr. Justice NORTH.

Causes for Trial (with witnesses).
In re Lowish Lowish v Lowish act
Trustee of T Carr (bankrupt) v Carr act
Baker & Sons v Rawson Bros act & motn
In re Baker's Trade Mark
Tobb v Thomas act

Baker v Baker act
 Phillips v Kearney act & m f j
 In re G Shenton Wood v Shenton
 question of fact
 Graeme v Walker act
 Colley v Hart act
 Metm Trading Assoc, ld v Dobson act
 In re Lees Fitzner v Evans act
 Watt v Maxim Weston Electric Co, ld
 act
 The Maxim Weston Electric Co, ld
 v Watt act
 Atkin v Smith act
 In re Hooper Hooper v Chambers act
 Kershaw v Lister act
 Bates v Gibbs act
 In re Patrick Bills v Tatham act
 Whittaker v Kershaw act
 Moore v Turner act
 Farrow v The 3rd General Post Office
 Clarks Mutual, &c, Bldg Soc act
 Phillips v The Ivel Cycle Co, ld act
 Dick v Hamray act
 Cooper v Rooks act
 Morley v Yorkshire Lead Mines, ld act
 Huettler v Hammond act
 Robinson v Adams act
 Crafts v Crafts act
 Rugby Charity Trustees v George act
 House Property & Investment Co v
 Projectile Co, ld act
 Hart v Colley act
 Oxford v Cox act
 Shafto v Lon & Prov L Law Assoc Soc
 & ors act
 Rossiter v Rossiter act
 Sheppard v Lon Electric Supply Corp
 ld act
 Whitby v Hoskins act
 Palmer v Clark act
 Bonsall v Davies act
 Davison v Johnson act & m f j

Further Considerations.

Hope, on behalf, &c, v Croydon and
 Norwood Tramways Co fur con &
 sums
 McClure v Pringle fur con
 In re De Rosaz Rymer v De Rosaz
 fur con
 Whitfield v Moseley fur con
 In re Rennick Rennick v Beatty 3rd
 fur con
 In re Fazakerly Houghton v Hol-
 croft fur con
 In re Haire Dowse v Haire 2nd fur
 con
 In re Tucker Tucker v Tucker fur
 con & sums
 In re Slater Goodwin v Smith fur
 con
 Mackay v Eagle fur con
 Bowring v Wheeler fur con & sums
 In re Allen (Wheeler v Foster)

Adjourned Summonses.

In re Tower Slater v Harford
 In re International Investment and
 Gen Agency ld & Co's Acts pt hd
 In re Hayne Chambers v Nightingale
 In re Risdon Risdon v Risdon (tax-
 ation, &c)
 In re Risdon Risdon v Risdon (de-
 ficiency of mortgage)
 In re Risdon Risdon v Risdon (pay-
 ment out of share)
 In re Risdon Risdon v Risdon (as to
 deficiency on mortgage for £1,150)
 In re Risdon Risdon v Risdon (as to
 division of shares)
 Anderson v Fraser Fraser v Fraser
 In re Smith Henderson Roe v Hitchins
 In re Reeves Excelsior Stencil Dram
 Co, ld, & Co's Acts appln of T C
 Duke
 In re the same Co appln of C Wortham
 In re Wall Durham v Braikenridge
 In re Harrison Blair Blair v Harrison
 In re Crook one, &c, taxation
 In re Isaacson Isaacson v Isaacson
 In re Bevan Bevan v Isaacson
 In re Ellis Jones Jones v Evans
 Chapman v Loftus
 In re Hartley Stedman v Dunster
 In re Poynder Dickson Poynder v
 Cook
 In re Bainbridge Reeves v Bainbridge
 In re Maloney & anr, Infants, & Lands
 Clauses, &c, Act
 In re Dawson Taylor v Dawson
 In re Dixon Byram v Tull
 In re Terrey Terrey v Pitter

King v Palmer
 In re Goodall & Son's Trade-Mark, No
 72,836, and opposition, &c
 In re Harrison Townsend v Harrison
 In re Wigglesworth Wigglesworth
 v St-wart
 In re G Sargent Halbert v Blogg
 In re Bath Bath v Bath
 Kelly v Heathman adj sums (to come
 on with action)
 In re the New North Staffs Coal, &c,
 Co
 In re Parry Scott v Leak
 In re Rhodes Newman v Rhodes
 Landowners, West of England, &c, Co
 v Ashford
 In re Harris Moseley v Chater
 In re Musgrave Musgrave v Mus-
 grave

Before Mr. Justice STIRLING.
 Causes for Trial (with witnesses).

Rees v Richmond actn & motn for
 judgt
 Harwood v Stedworthy actn
 Same v Same actn (transfd from
 Q B Div)
 Hainworth v Smart act
 Heath v Duke of Abercorn act
 Societe Anonyme, &c v Perangue & Co
 actn
 McNeill v Webb actn (transfd from
 Q B Div)
 In re Wilson Wilson v Price actn
 Vernon v Darlaston Coal & Iron Co
 actn
 McEuen v Pepsy act (transfd from
 QB Division)
 Shorthorn Dairy Co, ld v Hill act
 Wilkinson & Co v W Taylor, Jun &
 Co, ld act
 Lavery v Kirk act
 H Warner & Co v J Warner act
 Ward v James act
 Barnett v King action
 Cook v Levene act
 J Rolls & Sons, ld v G Rolls & ors
 act
 Countess of Ellesmere v Davis (sued
 &c) act
 Hopcraft v Hopcraft act
 Hatfield v Nunn and ors act
 Smith v Church act
 Edney v Modell act
 Brown v Margrave act
 Ulman v Cohen act
 Greenwood & Co v Shaw act (19 June)
 In re Longstaff Longstaff v Longstaff
 act
 Schultz v Vasmer act
 Burrough v Taylor act
 Oiver v Hunting act
 Duncan v Dixon act
 Wallis v Lomas act
 Wakeman v Nixon act
 Hemming v Isaacson act
 Easton v Dawney act
 In re Warren Randleson v Randleson
 act
 In re New Durham Salt Co, ld & Co's
 Acts motn to go into witness list
 The Briton Medical & Gen Life Assoc,
 ld v Monckton act
 Rison v Hendon Paper Works Co, ld
 act
 Davidson v Richardson act
 Gale v Franklin act
 In re Walker Walker v Walker act
 Elliott v Denham act
 Edgerton v Neale act

Causes for Trial without Witnesses and
 Adjourned Summonses.

Hambro v La Terriere act
 In re Yeoland Consols ld & Co's Acts
 mtn
 In re The Mexican Copper Co, ld &
 Co's Acts mtn set down by order,
 cross exam
 In re Jackson Jackson v Jackson
 adjd sums
 In re Cochrane Sharrod v Mather
 adjd sums
 In re Sale Scott v Hogden adjd sums
 In re Grundy Scott v Grundy adjd
 sums
 In re Hardinge Tarleton v Middlesex
 Hospital adjd sums
 Steel v Steel adjd sums
 Same v Same adjd sums
 In re Blase Jones v Blake (appln. of
 H Blake) adjd sums

In re Same Same v Same (appln of
 ptfe) adj sums
 In re Maunsell Maunsell v Maunsell
 adj sums
 In re Pepsy & McEuen's Contract &
 V & P Act (vendo) adj sums
 In re Sarte (purchaser) adj sums
 In re Geldard Morrish v Ellison adj
 sums
 In re Bouchier Merriman v Shepherd
 adj sums
 Evans v Evans m f j
 Probyn v Law Guarantees & Trust Soc,
 ld act
 In re Philpott Wylde v Philpott adj
 sums
 In re Carter's Estate Chandler v
 Major adj sums
 In re the Uxbridge & Richmond Ry
 Bill clm (expte H W Way)
 In re the same (expte H J Grainger)
 claim
 In re the same (exparte S & W Har-
 man) claim
 In re the same (exparte J S McIntyre)
 claim
 Hall v Powell Powell v Hall act
 In re Newbould Hare v Stone-Wigg
 special case
 In re Thomas Thomas v Legg adj sums
 Eddowes v The Argentine Loan &c. Co
 adj sums
 In re Whitehead Whitehead v White-
 head adj sums
 In re Metcalfe Metcalfe v Blencow
 adj sums
 In re G Euen Stewart v Euen adj
 sums
 Porter v Sears point of law
 In re Williams Gough v Williams
 adj sums
 In re Jodrell Jodrell v Seale adj
 sums
 In re Forteach Hawkeley v Goodwin
 adj sums
 In re Gaitkill Griffin v Gaitkill adj
 sums
 Fisher v Shirley adj sums
 In re Harrison Salt v Pike adj sums
 Thomas v Acland m f j
 In re Corfield In re Howell Phillips
 v Phillips adj sums
 In re Parker Bishop of Wakefield v
 Parker adj sums
 In re Brighton Music Co, ld, & Co's
 Acts adj sums
 In re Blatch Blatch v Feander adj
 sums
 In re Foster Foster v Tighe adj sums
 In re Crosse Caturi v Crosse adj sums
 In re Tyack Tyack v Tyack act
 In re E Rosher Milroy v Hulkes adj
 sums 21 March, 1889
 In re Rosher Milroy v Rosher adj
 sums dated 21 March, 1889
 In re Rosher Rosher v Hulkes adj
 sums dated 5 Dec, 1888
 In re Paxton Northey v Wavell adj
 sums
 In re MacIver MacIver v MacIver
 adj sums dated 18 Dec, 1888
 In re MacIver MacIver v MacIver
 adj sums dated 7 May, 1889
 In re the Mutual & Permut Benefit
 Bldg Soc & Co's Acts adj sums
 In re Barnard James v Tripp adj
 sums
 In re Thomas & Turner's Contract
 Turner v Thomas adj sums
 Beresford v Campbell adj sums
 In re Hodgskin's Estate Lentz v
 Hodgskin adj sums
 In re Joseph Bird's Estate & L C Act,
 1845 adj sums
 Price v Tucker m f j (short)

Further Considerations.

In re Kelsall Peake v Kelsall Watley
 v Kelsall fur con
 Maple v Haywood fur con
 In re Taylor Hughes v Bewley fur
 con (short)
 In re Mills Mills v Mills fur con

Before Mr. Justice KEKEWICH.
 Transferred from Justice CHITTY,
 NORTH and STIRLING, for Trial or
 Hearing only—by Order, dated May
 29, 1889.

Friend v Ball act
 Hicks v Stone act
 Hargreaves v Fuller act

Grant v Thompson's Patent, &
 Switchback Ry Co, ld act
 In re Churcher In re Holmes For-
 rester v Holmes act
 Myers v Catterson act
 Tritton v Tritton act
 In re Lillie Lillie v Carswell adj
 sums
 In re Lillie Lillie v Carswell adj
 sums
 Pelletier v Jesson act
 Burford v Sibly act
 Reilly v Booth act
 Gray v Smith Bennett v Gray act &
 m f j
 Wallis v Sayers act
 Wallis v Sayers act
 Woodbridge v Whitehead act
 Herbertson v Bowser, Ormston, & Co
 act
 Theologo & Sons v Spartali & Co
 counterclaim Phillipides v Theologo
 & Co orig actn discontd
 Thomas v Thomas act
 Lewis v Dutton act & m f j
 Hartley v Watson act
 Clarke v Roberts act
 Scott v Snapp act
 Hunt v Woods act
 Blore v Ashby act & 3rd party notice
 Reinhardt v Mentast Bros act
 Rogers v Loibl act
 Avill & Smart, ld v Grover act
 Evans v Ellis act
 Neville v Wilson act
 Roberts v Roberts act & m f j
 Maynard v Toby Toby v Maynard
 Chivers v Maynard act
 Macevoy v Holt act
 Brand v Dellagana act
 Ayres v Rooke act
 Hamond v Gurney & Co act
 Ederwick v Alden act
 In re Hutchings Hutchings v Dealty
 act
 In re Shaw Rumsey v Shaw act
 Sergeant v Sturge act
 Hawes v Andrade act
 The Gen Public Works & Assets Co,
 ld v ngl act
 Davies v Nash act
 Legge v Noraworthy act
 Fothergill v Evans act
 Meland v Universal Stock Exchange
 Co, ld, & ors act
 Figgis v Bruce act
 Williamson v Hine Bros act
 In re Parsons Schreiber v Hayward
 act
 Worman v Worman act
 In re Wetmore Sharpe v Cornock act
 Rhys v Powell act
 McMurray v Cardwell act
 Parry v Pym act
 Tottman v McMullen act
 Jones v Simes act
 Cockburn v Crisp Crisp v Cockburn
 act
 Johnson v Hobman act
 Wood v Jones act
 Brown v J Hall & Co act
 Newman v Stone act
 Tomkinson v Baron Penrhyn act
 Williams, Jan v S Nye & Co act
 In re G Stokes Cooper v Stokes act
 Bartlett v Bishop act
 Kendall v Lowles act
 Daw v Woodcock act
 Martyr v Blackaby act

FOUR

Gill v Shelton act
 In re Hall Eddison v Conyers act
 Harrod v Page act
 Sergeantson v Piele act (June 25)
 In re Metcalfe Metcalfe v Metcalfe act
 Bateman v The Holborn Restaurant, ld
 act
 Linton v J. Vavasseur & Co act
 Baker v The Neath & Bristol Steam-
 ship Co, ld act
 Steerman v The Southern Counties
 Deposit Bank, ld act
 Vestry of St Luke's, Middx v The
 Regent's Canal, City and Docks Ry
 Co act
 Sorshall v Bott act
 Kirley v Sutcliffe act
 Sampson Low v Bentley act
 The Deutsche Fabrik v Wertheim act
 Tinkler v Graves act
 Bournemouth Commrs v Holden act
 Lidiard v Lamb act

Coulson v Kennedy act
In re J H Jones v Jones act
Cruikshank v D Watson & Sons, Id act
Darby v Newman act
Blagrove v Blagrove
Van Gelder, Apimmon, & Co v The

Sowerby Bridge United District
Flour Soc act
In re Smith Wormald Whitaker v
Paley act
Spencer v Wood act (Liverpool D R)

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 14.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

F. ALLEN, LIMITED.—Petn for winding up, presented June 12, directed to be heard before Stirling, J., on Saturday, June 22. Smith & Co., Aldermanbury, solors for petners

UNLIMITED IN CHANCERY.

PLYMOUTH, DEVONPORT, AND DISTRICT TRAMWAYS CO.—Chitty, J., has, by an order dated March 8, appointed John Edwin Denney, 4, Coleman st, to be official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL, ISLE OF MAN, & SOUTH OF SCOTLAND STEAM CARRYING CO., LIMITED.—By an order made by the Vice-Chancellor, dated June 3, it was ordered that the company be wound up. Madden & Co., Liverpool, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

ANCIENT ORDER OF FORESTERS SOCIETY, COURT CONTENT, Star Hotel, Slaithwaite, York. June 11

CHARITABLE AND BROTHERLY SOCIETY, Full Moon Public-house, Carcroft, Doncaster. June 11

COLDHURST CHURCH FRIENDLY SOCIETY, Coldhurst Church Schools, Crompton st, Oldham, Lancashire. June 8

SHEPPY BRITONS SOCIETY, Crown Inn, Sheerness, Kent. June 8

London Gazette.—TUESDAY, June 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CORDOVA UNION GOLD CO., LIMITED.—Petn for winding up, presented June 14, directed to be heard before Kay, J., on Saturday, June 19. Ellis & Co., St Swithin's lane, solors for petner

J. LEWIS MILLS & CO., LIMITED.—Kay, J., has, by an order dated June 4, appointed John James Kent, 55, Basinghall st, to be provisional official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MANCHESTER BUILDERS' SUPPLY CO., LIMITED.—Fox-Bristowe, V.C., has fixed Friday, June 25, at 2, at the Duchy chambers, Clarence st, Manchester, for appointment of official liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 7.

ALVIS, WILLIAM, Cold Ashton, Glos, Farmer. July 1. Gill & Bush, Bath

AMIDGE, JOSEPH BENEDICK, Northampton. June 21 Andrew & Smith, Northampton

BAKER, ANN, Key hill, Birmingham. June 30. Baker & Sutton, Birmingham

BIRCHALL, WILLIAM, Waterloo, nr Liverpool, Gent. July 13. Jones & Co., Liverpool

BOLTON, THOMAS, Fewcoff, Stoke Lyne, Oxon, Gent. June 24. Kinch, Deddington

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 14.

RECEIVING ORDERS.

BAGWELL, FRANCIS JOHN, York, Provision Dealer

York Pet June 12 Ord June 12

BAILLY, JOHN, Landport, Fruiterer Portsmouth

Pet June 11 Ord June 11

BEAUMONT, GEORGE HARRIS, Eldon rd, Kensington,

Outside Stock Broker High Court Pet June 5

Ord June 5

BOBART, WILLIAM CHARLES, Minister in Sheppey,

Kent, Grocer, Rochester Pet June 8 Ord

June 8

BODICE, JOHN, Bury St Edmunds, Butcher Bury St

Edmunds Pet June 12 Ord June 12

BRAY, ALFRED ROBERT, Herve Bay, Kent, Watch-

maker Canterbury Pet June 7 Ord June 7

BUTTERFIELD, HENRY, Great Grimshy, Sailmaker

Great Grimshy Pet June 6 Ord June 6

CHAPMAN, WILLIAM, Loddon, Norfolk, Farmer Great

Yarmouth Pet June 11 Ord June 11

CLERG, EARL, Nottingham, Boot Dealer Notting-

ham Pet June 12 Ord June 12

COOPER, JOHN THOMAS, Church Gresley, Derbyshire,

Labourer Burton on Trent Pet June 11 Ord

June 12

COWELL, CHARLES, Plymouth, Shoering Smith East

Stonehouse Pet June 8 Ord June 8

DEENHAM, EDWIN, Huddersfield, Photographer,

Huddersfield Pet June 8 Ord June 8

DUBOSKI, ISHER, and HARRY DUBOSKI, Wentworth

st, Whitechapel, Grocers High Court Pet June

11 Ord June 11

FENTON, JOSEPH, and CHARLES WILLIAM QUICK,

Little Pulteney st, Soho, Hardware Workers

High Court Pet May 27 Ord June 8

FORD, GEORGE, Ringmer, Sussex, late Butcher Lewes

and Eastbourne Pet June 11 Ord June 11

FOSTER, STEPHEN, Esher, Wood Merchant King-

ston, Surrey Pet June 8 Ord June 8

GASKILL, FREDERICK M., Liverpool, Forwarding

Agent Liverpool Pet May 31 Ord June 12

GODWIN, GEORGE, Landport, Grocer Portsmouth

Pet June 11 Ord June 11

GRIFFIN, GEORGE, Albion Works, King's Cross,

Civil Engineer High Court Pet June 12 Ord

June 12

HILLIER, WILLIAM JAMES, Crediton, Devon, Grocer

Exeter Pet June 11 Ord June 11

JAMES, WILLIAM ARTHUR, Crickhowell, Brecon,

Draper Tredegar Pet June 11 Ord June 11

LEE, ALFRED, Nottingham, Tobaccoist Notting-

ham Pet June 7 Ord June 7

LEWELLYN, ERS GRALZ, Yata'yfera, Glam, Tin Roller

Neath Pet June 5 Ord June 5

MATKIN, HENRY, Hunslet, Engine Fitter Leeds Pet

June 6 Ord June 6

MCCULLOCH, JOHN, South Shields, General Dealer

Newcastle on Tyne Pet June 8 Ord June 8

MILLER, GERARD CHAMPION, late Lloyd's Royal Ex-

change, Underwriter High Court Pet May 14

Ord June 12

MORRISON, G., Gidav hill, Norwood, Dairyman

High Court Pet May 29 Ord June 12

ODDWE, EDWARD RICKETTS, West Hartlepool,

Wholesale Stationer Sunderland Pet June 8

Ord June 8

PALMER, THOMAS FREDERICK, Nottingham, Picture

Dealer Nottingham Pet June 8 Ord June 8

PEARSON, CHARLES, Nottingham, late Greengrocer

Nottingham Pet June 12 Ord June 12

PITON, ALBERT, Bury, Cabinet Maker Bolton Pet

June 12 Ord June 12

SATTERFORD, WILLIAM HILL, Plymouth, Refresh-

ment-house Keeper East Stonehouse Pet June

11 Ord June 11

SENIOR, WILLIAM HENRY, Norton, nr Doncaster,

Labourer Sheffield Pet June 8 Ord June 8

TAYLOR, JOHN BARNETT, Cheltenham, Pianoforte

Seller Cheltenham Pet June 4 Ord June 4

WHITE, WILLIAM, and SAMUEL WHITE, Plumtree,

Notls, Ironfounder Nottingham Pet June 12

Ord June 12

WILLIAMS, JOHN, Aberkennis, nr Bridgend, Glam,

Grocer Cardiff Pet June 7 Ord June 7

WILLIAMS, WILLIAM ALLON, Catford, Kent, Auc-

tioneer Greenwich Pet April 15 Ord June 7

WEEN, JOHN, N-thampton, Builder Northampton

Pet June 6 Ord June 6

BROADBRIDGE, MARY, New Fishbourne, Sussex. July 16. Rowton, Chichester

CARVER, WILLIAM, Manchester, Common Carrier. July 8. Collier & Carver,

Manchester

COLLETT, DANIEL, Weymouth, Engineer. June 30. Bowen & Symes, Weymouth

DARNTON, WILLIAM, Dawes rd, Fulham, Restaurant Keeper. July 27. Tingle,

Queen st, Cannon st

DAY, EDMUND STANTON, Carlton hill, St. John's Wood, Esq. July 6. Street &

Paynder, Lincoln's inn

DIBB, CAROLINE SARAH, Kingston upon Hull. Aug 1. Barker, Hull

DIBB, WILLIAM THOMAS, Kingston upon Hull, Gent. Aug 1. Barker, Hull

EASON, MARY, Ladbroke gr lns, Nitting Hill. July 15. Balloys & Co, Berners st

EAT, ALFRED POLLEY, Copford, Essex, Miller. July 27. Beaumont & Son,

Copgeshall

FARROW, EDMUND Toft Monks, Norfolk, Farmer. July 16. Copeman & Cudgy,

London, nr Norwich

FISHER, JAMES ARTHUR, South Melbourne, Victoria, Gent. July 1. Johnson

& Co, King's Bench walk, Temple

FARRAR, JAMES BURY, Civil Engineer. July 23. Warlock & Co, Bury

FENTON, HARRIET HENRY, Beechcroft rd, Upper Tooting. July 10. Francis &

Collier, Austin Friars

GOODYEAR, WILLIAM JOHN, Dudley, File Manufacturer. July 1. Ward, Dudley

GRAHAM JAMES, Staines rd, Sunbury, Esq. July 20. Stock, Bridge chambers,

Queen Victoria st

GREEN, BENJAMIN, Malvern Link, Worcester, Gent. July 31. Eaden, Bir-

mingham

GREENWOOD, JAMES, Skipton, Yorks, June 31. Wavell & Co, Halifax

HARRIS, HARRIET, Kirton Fen, Lincs. Aug 1. Sells, Boston

HEYVADE, CHARLES, West Hadon, Northampton, Esq. July 13. J & R H O'Fox,

Tatterworth, Leicester

HOATE, MARTIN JOSEPH, Batnora, Lingfield, Surrey, Gent. June 20. Russell &

Co Old Jewry chambers

LANGFORD, ROBERT, Palatow, Cornwall, Merchant Aug 1. Wells, Holm

LEE, LOUISA, Argyle rd, Teddington. June 24. Herbert, Cork st, Burlington

gardens

LEWIS, CHARLES, Kingston upon Hull, Cabinet Maker. Aug 1. Jackson, Hull

MAYNARD, BENJAMIN, Armagh rd, Roman rd, Old Ford, Butcher. July 16,

Rumney, Basinghall st

MERAD JAMES, Clifton, Beds, Wheelwright. June 24. Wade-Gary, Sheffield, Beds

NORRURY, THOMAS, Wilmslow, Chester, Farmer. Aug 8. Toy, Wilmslow

PHILIPOT, REV WILLIAM BENJAMIN, South Boro'd, nr Bognor, Sussex. July 10.

White & Co, Whitehall rd

PILKINGTON, WILLIAM, Hindley, Lancs. June 20. Bryan, Hindley

RANKIN, WILLIAM RAYNE, Hoddeston, Lancs, Esq. Aug 10. Dunster & Chap-

man, Henrietta st, Cavendish sq

SCALE, MARTIN, Neath, Glam, Solicitor. July 4. Thomas, Neath

STEED, JOHN, 46 Coggeshall, Essex, Painter. July 27. Beaumont & Son,

Copgeshall

UNSWORTH, WILLIAM, Hindley, Lancs, Brower. Aug 1. Bryan, Hindley

WATSON, GEORGE HENRY, Hull, Accountant. Aug 1. Barker, Hull

WEBSTER, GEORGE EDWARD, Church rd, Upper Norwood, Surgeon. Aug 10,

Chandler, Bishops gate st Within

WHITHAM, ELIZABETH, Kirkoswald, Cumb, Innkeeper. July 25. Blackburn & Carlisle

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements only examined by an expert from The Sanitary Engineering & Ventilation Co. 65, 110, 115, Victoria st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. (40VT)

FIRST MEETINGS.

WRIGHT, DAVID HENRY, Copenhagen st, Islington,

Ordnance High Court Pet June 8 Ord June 8

YATES, THOMAS, Portsmouth, Bootmaker Ports-

mouth Pet June 12 Ord June 12

ABRAHAM, ABRAHAM, Bedford row, Solicitor June

25 at 11 33, Carey st, Lincoln's inn fields

ADAMS, EDWARD THOMAS, Osborne grove, Upper

Tollington Park, Biddler June 25 at 12 33, Carey

st, Lincoln's inn fields

BAGWELL, FRANCIS JOHN, York, Provision Dealer

June 25 at 12 15 Off Rec, 25, Stonegate, York

BAILLY, JOHN, Landport, Fruiterer June 25 at 3 30

168, Queen st, Portsea

BEAUMONT, GEORGE HARRIS, Eldon rd, Kensington,

Outside Stock Broker June 25 at 2 30 33, Carey

st, Lincoln's inn fields

PIDDER, DANIEL, Oxford, Furniture Dealer June 24

at 11 30 1, St Aldate's, Oxford

BINGLEY, JAMES, Leeds, Cloth Merchant June 21 at

12 Off Rec, 22, Park row, Leeds

BOBART, WILLIAM CHARLES, Minister in Sheppey,

Kent, Grocer June 22 at 11 Off Rec, High st,

Rochester

BOOTH, WILLIAM HENRY, Southsea, Baker June 24

at 3 30 168, Queen st, Portsea

BUTTERS, JOHN, Oxford, Dental Surgeon June 25 at

3 1, St Aldate's, Oxford

CARTER, JOSEPH, New Swindon, Wilts, Machineman

in G. W. R. Works June 21 at 12 30 Off Rec, 32,

High st, Swindon

CHAPMAN, WILLIAM, Loddon, Norfolk, Farmer June

22 at 12 Off Rec, 8, King st, Norwich

COLLINS, ARTHUR, Grantham, Hide Broker June 22

at 11 Off Rec, 1, High pavement, Nottingham

COWELL, CHARLES, Plymouth, Shoering Smith June

21 at 11 10, Atheneum terr, Plymouth

CRABB, JOHN NEWLAND (Separate Estate), Enfield,

Builder June 21 at 11 No. 16 Room, 30 and 31,

St Swithin's lane

DEANE, JOHN, Seacombe, Cheshire, Boot Dealer

June 25 at 2 Off Rec, 35, Victoria st, Liverpool

DERENHAM, EDWIN, Huddersfield, Photographer

June 22 at 11 Haigh & Son, Solicitors, New st, Huddersfield
 EVERETT, ALFRED POORE, New Hampton, Builder June 24 at 11 No. 16 Room, 30 and 31, St Swithin's lane
 FLETCHER, JOSEPH, and WILLIAM HULME, Horwich, Lancs, Brickmakers June 21 at 11 16, Wood st, Bolton
 GAITHEY, JOSEPH, York, Builder June 28 at 11.30 Off Rec, 28, Stonegate, York
 GODWIN, GEORGE, Landport, Grocer June 25 at 12 106, Queen st, Portsea
 HADLEY, TIMOTHY, Berwick st, Soho, Cheesemonger June 28 at 12 33, Carey st, Lincoln's inn fields
 HALL, THOMAS, Twyford, Bucks, Agricultural Labourer June 22 at 3.30 1, St Aldate's, Oxford
 HARRISON, Jabez, and JOHN NEWLAND CRABB, Enfield, Builders June 21 at 11 No 16 Room, 30 and 31, St Swithin's lane
 HARRISON, JABEZ (sep estate), Enfield, Builder June 21 at 11 No 16 Room, 30 and 31 St Swithin's lane
 HART, JOHN WILDER, Brighton, Stationer June 22 at 11 Off Rec, 4, Pavilion bldgs, Brighton
 HICKINGBOTHAM, WILLIAM, Park rd, Teddington, Builder June 21 at 12 Cannon at Hotel
 KINE, JONAS, Fulbeck, Lincs, Shopkeeper June 21 at 11 Off Rec, 1, High pavement, Nottingham
 LEE, ALFRED, Nottingham, Tobacconist June 22 at 12 Off Rec, 1, High pavement, Nottingham
 LIVERMORE, CHARLES, Penarth, Glam, Manufacturer of Knitted Garments July 8 at 11 Off Rec, 29, Queen st, Cardiff
 LORD, JOHN, Belgrave, Leics, Boot Manufacturer June 24 at 12.30 Off Rec, 28, Friar lane, Leicester
 McCULLOCH, JOHN, South Shields, General Dealer June 22 at 10.30 Off Rec, Pink lane, Newcastle on Tyne
 MOSELEY, HENRY KINGDON, Ipswich, Solicitor June 21 at 12.15 Off Rec, Ipswich
 POINTON, WILLIAM, Crews, Solicitor June 19 at 11 Royal Hotel, Crews
 SCHUR, EDWARD THORODRE, Tuilerie st, Hackney rd, Timber Merchant June 26 at 11 83, Carey st, Lincoln's inn
 SQUIRE, ALFRED, Wrotham rd, Camden Town, Pianoforte Maker June 25 at 11 33, Carey st, Lincoln's inn
 STEPHENSON, HARRY HERBERT JOHN, Selly Oak, Warwick, Wine Merchant June 21 at 11 25, Colmore row, Birmingham
 SUGARS, ADRIAN, Hemel Hempstead, Herts, Butcher June 21 at 11 Geo Annesley, solo, St Albans
 TEASDALE, THOMAS, Leadenhall st, Commission Agent June 26 at 12 Bankruptcy bldgs, Lincoln's inn
 THILLYARD, FREDERICK, St Martin's lane, Charing cross, Solicitor June 26 at 11 Bankruptcy bldgs, Lincoln's inn
 UNDERWOOD, A J, Birmingham, Pianoforte Dealer June 22 at 11 Chief Off Rec, 33, Carey st, Lincoln's inn
 WELSHMAN, ROBERT, Huddersfield, Draper's Assistant June 21 at 8 Haigh & Son, solo, New st, Huddersfield
 WOOTTON, MARY, Fiskerton, Notts, Dressmaker June 21 at 12 Off Rec, 1, High pavement, Nottingham
 WOOTTON, THOMAS, Fiskerton, Notts, Commission Agent June 21 at 12.30 Off Rec, 1, High pavement, Nottingham
 YATES, THOMAS, Portsmouth, Bootmaker June 26 at 12 106, Queen st, Portsea

ADJUDICATIONS.

ADAMS, EDWARD THOMAS, Osborne grove, Upper Tollington pk, Builder High Court Pet April 29 Ord June 12
 ALLEN, J BARROW, Gt Percy st, Clerkenwell, occupation unknown High Court Pet March 21 Ord June 8
 BAGWELL, FRANCIS JOHN, York, Provision Dealer York Pet June 12 Ord June 12
 BAILEY, JOHN, Landport, Fruiterer Portsmouth Pet June 11 Ord June 11
 BARNETT, ABRAHAM, Finsbury sq, Solicitor High Court Pet May 3 Ord June 11
 BARNWELL, STEPHEN, Birmingham, Restaurant Keeper Birmingham Pet May 23 Ord June 6
 BIDDLE, DANIEL, Oxford, Furniture Dealer Oxford Ord May 29 Ord June 11
 BOBART, WILLIAM CHARLES, Minister in Sheppey, Kent, Grocer Rochester Pet June 7 Ord June 8
 BRAY, ALFRED ROBERT, Herne Bay, Kent, Watchmaker Canterbury Pet June 7 Ord June 7
 BROWNE, C E GORE, Alliance Club, St James's sq High Court Pet Feb 1 Ord June 11
 BUTTERFIELD, HENRY, Gt Grimsby, Sailmaker Gt Grimsby Pet June 6 Ord June 6
 BUTTERS, JOHN, Oxford, Dental Surgeon Oxford Pet June 5 Ord June 12
 CHAPMAN, THOMAS, Staines, Grocer Kingston, Surrey Pet May 27 Ord June 11
 CHAPMAN, WILLIAM, Loddon, Norfolk, Farmer Gt Yarmouth Pet June 11 Ord June 11
 CHILDS, WILLIAM JAMES, and GEORGE CHILDS, Bush rd, Lower rd, Rotherhithe, Ship Smiths High Court Pet May 29 Ord June 11
 CLEGG, EARL, Nottingham, Boot Dealer Nottingham Pet June 12 Ord June 12
 COOPER, JOHN THOMAS, Church Gresley, Derbyshire, Labourer Burton on Trent Pet June 12 Ord June 12
 COWELL, CHARLES, Plymouth, Shoeing Smith East Stonehouse Pet June 7 Ord June 8
 COX, ARTHUR WELLINGTON, Maddox st, Regent st, Gold Laceman High Court Pet April 27 Ord June 6

CUTHBERT, GEORGE, Gt Stambidge, Essex High Court Pet March 17 Ord June 11
 DUBOSKI, ISHER, and HARRY DUBOSKI, Wentworth st, Whitechapel, Grocers High Court Pet June 11 Ord June 11
 EVERETT, ALFRED POORE, New Hampton, Builder Kingston, Surrey Pet April 9 Ord June 11
 FARROW, THOMAS, King's Lynn, Bookseller King's Lynn Pet May 31 Ord June 8
 FORD, GEORGE, Ringmer, Sussex, late Butcher Lewes and Eastbourne Pet June 11 Ord June 11
 GODWIN, GEORGE, Landport, Grocer Portsmouth Pet June 11 Ord June 11
 HALL, THOMAS, Twyford, Bucks, Agricultural Labourer Banbury Pet May 25 Ord June 11
 HART, JOHN WILDER, Brighton, Stationer Brighton Pet June 3 Ord June 12
 HILL, JOHN, Swansea, Inn Manager Swansea Pet June 5 Ord June 7
 HILLIER, WILLIAM JAMES, Crediton, Devon, Grocer Exeter Pet June 7 Ord June 11
 KAISER, MARY, Leamington, Optician Warwick Pet June 3 Ord June 8
 KATZ, SIGMUND, Cross st, Finsbury, Furniture Dealer High Court Pet May 29 Ord June 7
 LEACH, WILLIAM CAMPBELL, Fenchurch st, India-rubber Merchant High Court Pet May 18 Ord June 12
 LEE, ALFRED, Nottingham, Tobacconist Nottingham Pet June 7 Ord June 7
 LINDSEY, JAMES JOHN, Mile End rd, Cheesemonger High Court Pet May 21 Ord June 11
 LLOYD, MICHAEL, Artillery lane, Bishopsgate, Boot Manufacturer High Court Pet May 9 Ord June 12
 LLEWELYN, REES, Graiz, Ystalyfera, Glam, Tin Roller Neath Pet June 8 Ord June 8
 LUPTON, FREDERICK CHARLES, Ballstar rd, Acre lane, Brixton, Clerk in G. P. O. High Court Pet May 2 Ord June 8
 MAYKIN, HENRY, Hunslet, Leeds, Engine Fitter Leeds Pet June 6 Ord June 6
 PARSONS, WALTER AVANT, Heath st, Hampstead, Fancy Draper High Court Pet May 31 Ord June 11
 PEGG, JAMES, Long Sutton, Lincs, Linen Draper King's Lynn Pet May 10 Ord June 11
 POTTER, ROBERT WILLIAM, Aston, nr Birmingham, Baker Birmingham Pet April 12 Ord April 12
 SENIOR, WILLIAM HENRY, Norton, nr Doncaster, Labourer Sheffield Pet June 8 Ord June 8
 SKETCHLEY, THOMAS, Birmingham, Baker Birmingham Pet May 29 Ord June 6
 SQUIRE, ALFRED, Wrotham rd, Camden Town, Pianoforte Maker High Court Pet April 3 Ord June 12
 WALLING, WILLIAM, Hele, St Mary Church, Devon, Oil Dealer Exeter Pet June 6 Ord June 6
 WALLIS, WILLIAM L., Eastwich, Bishopscote, Hants, Auctioneer Southampton Pet April 21 Ord June 8
 WATTS, ERNEST, Wadhurst, Sussex, Grocer Tunbridge Wells Pet June 1 Ord June 6
 WELSHMAN, ROBERT, Huddersfield, Draper's Assistant Huddersfield Pet June 7 Ord June 8
 WILLIAMS, JOHN, Aberkenfig, nr Bridgend, Glam, Grocer Cardiff Pet June 7 Ord June 7
 WREX, JOHN, Northampton, Builder Northampton Pet June 6 Ord June 6
 WRIGHT, DAVID HENRY, Copenhagen st, Islington, Oilman High Court Pet June 8 Ord June 12
 YOUNG, FRANK, and EDWIN EDBROOKE, Borough High st, Licensed Victuallers High Court Pet May 10 Ord June 12

London Gazette.—TUESDAY, June 18.

RECEIVING ORDERS.

BRICKLAND, WALTER, Abingdon, Berks, China Merchant Oxford Pet June 13 Ord June 13
 CASSELL, JOHN DONALDSON, Newcastle on Tyne, Hat Maker Newcastle on Tyne Pet June 14 Ord June 14
 COOPER, HENRY WALDRAN, Middlesbrough, Wine Merchant Middlesbrough Pet June 11 Ord June 11
 COPE, JAMES, Maney, Sutton Coldfield, Warwick, Builder Birmingham Pet June 13 Ord June 13
 CRIFFS, JOHN, South Eton, nr Middlesbrough, Keeper Middlesbrough Pet May 27 Ord June 14
 DAY, WILLIAM HENRY, St Neots, Hunts, Auctioneer Bedford Pet May 22 Ord June 15
 EVANS, ROBERT PUGH, Bangor, Auctioneer Bangor Pet June 13 Ord June 13
 FENWICK, WILLIAM, Romford rd, Forest Gate, Plumber High Court Pet June 14 Ord June 14
 GLEDHILL, GREENWOOD, and BENJAMIN GREENWOOD, Walsden, nr Todmorden, Lancs, Stone Dealers Burnley Pet June 14 Ord June 14
 GOTTO, BRAMSTON, York rd, King's Cross, Army Contractor High Court Pet June 14 Ord June 14
 GREEN, SAMUEL, Nottingham, Baker Nottingham Pet June 14 Ord June 14
 GRIFFIN, THOMAS HENRY, Peterborough, Corn Merchant Peterborough Pet June 15 Ord June 15
 GREIFFITHS, THOMAS, Llewellyn deri issat, Llanwenn, Cardiganshire, Cattle Dealer Carmarthen Pet June 18 Ord June 13
 HENMAN, FREDERICK ALFRED, High st, Camden Town, China Merchant High Court Pet June 13 Ord June 13
 HOBSON, BENJAMIN, Healdingley, nr Leeds, Grocer Leeds Pet June 13 Ord June 13
 HOLDROFT, JANE, Warwick, Coal Dealer Warwick Pet May 23 Ord June 13
 JAMES, GEORGE ROBERTS, Walton, Liverpool, Provision Dealer Liverpool Pet June 4 Ord June 15

JEFFERY, ROBERT, Newport, I. W., Gun Maker Newport Pet June 12 Ord June 12
 JONES, FREDERICK WARNER, Leadenhall st, Civil Engineer High Court Pet May 3 Ord May 31
 JOYNER, HENRY, London wall, Carver High Court Pet May 19 Ord June 14
 LLOYD, JOHN THOMAS, Bilston, Staffs, Tailor Wolverhampton Pet June 13 Ord June 13
 LUCAS, JOHN THOMAS, East Stonehouse, Devon, Mason East Stonehouse Pet June 14 Ord June 14
 MATTHEWS, EDGAR ALFRED, Newport, Mon, Miller Newport, Mon Pet June 14 Ord June 14
 OAKES, EDWIN JAMES, Bridgetown, Cannock, Staffs, Draper Walsall Pet June 13 Ord June 13
 PORTER, JOSEPH, Oxford st, Clerk High Court Pet June 14 Ord June 14
 POUNSETT, BENJAMIN, Wallingford, Berks, Nurseryman Oxford Pet June 14 Ord June 14
 QUARMBY, JOHN, Milsbridge, nr Huddersfield, Builder Huddersfield Pet June 15 Ord June 15
 ROWE, RICHARD, Brooklyn rd, Shepherd's Bush, Gent High Court Pet June 15 Ord June 15
 SMITH, CHARLES, Ridgway, Wimbledon, Saddle Maker Northampton Pet June 15 Ord June 15
 SOUTHWOOD, JAMES, Leeds, Bootmaker Leeds Pet June 14 Ord June 14
 THOMAS, CHARLES, and GEORGE ROBERT THOMAS, West Cowes, I. W., Builders Newport and Ryde Pet June 12 Ord June 12
 THORNHILL, GEORGE ROBERT, Rochester, Coal Merchant Rochester Pet June 13 Ord June 13
 THORNTON, FERTIL, Huddersfield, Cardmaker Huddersfield Pet June 7 Ord June 14
 WELSH, SIDNEY, Luton, Beds, Fish Salesman Luton Pet June 15 Ord June 15
 WITTY, WILLIAM, Pudsey, Yorks, Joiner Bradford Pet June 13 Ord June 13
 YOUNG, JOHN, Leadenhall st, Steamship Owner High Court Pet May 28 Ord June 13

The following amended notice is substituted for that published in the London Gazette of May 31.

CORNN, AARON ALFRED, Oxford gds, Notting Hill, House Furnisher High Court Pet May 28 Ord May 28

FIRST MEETINGS.

ATAK, JOSEPH, Blackburn, Corn Salesman July 16 at 11 County Court House, Blackburn
 ATKINSON, ROBERT PORRITT, Staithes, Yorks, Auctioneer June 26 at 10.30 Court house, Bridge rd, Stockton on Tees
 BADDELEY, ALFRED WILLIAM, Leeds, Confectioner June 26 at 11 Off Rec, 22, Park row, Leeds
 BEATON, FREDERICK GORE, Brighton, Auctioneer June 26 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 BRAY, ALFRED ROBERT, Herne Bay, Kent, Watchmaker June 26 at 10.30 Bankruptcy bldgs, Lincoln's inn
 BUTTERFIELD, HENRY, Gt Grimsby, Sailmaker June 26 at 11 Off Rec, 3, Haven st, Gt Grimsby
 CASSELL, JOHN DONALDSON, Newcastle on Tyne, Hat Maker June 26 at 10.30 Off Rec, Pink lane, Newcastle on Tyne
 CLEGG, EARL, Nottingham, Boot Dealer June 25 at 12 Off Rec, 1, High pavement, Nottingham
 CUTHBERT, GEORGE, Gt Stambidge, Essex June 25 at 11 83, Carey st, Lincoln's inn
 DUNNING, JAMES, Stockton on Tees, Hairdresser June 27 at 11 Off Rec, 8, Albert rd, Middlesbrough
 GAILLARD, JULES CHARLES, Prince's ct, Whitcomb st, Pall Mall East, Builder June 27 at 12 33, Carey st, Lincoln's inn
 HARRIS, JOHN THOMAS, and THOMAS HENRY TURNER, Watling st, Sutton Warehousemen June 27 at 11 33, Carey st, Lincoln's inn
 HILLIER, WILLIAM JAMES, Crediton, Devon, Grocer June 25 at 11 13, Bedford circus, Exeter
 HOLDROFT, JANE, Warwick, Coal Dealer June 26 at 11 Off Rec, 17, Hertford st, Coventry
 JEFFERY, ROBERT, Newport, I. W., Gun Maker June 26 at 13 Holyrood chbrs, Newport
 KNIGHT, SAMUEL, Batterscote rise, Builder June 25 at 8 119, Victoria st, Westminster
 LEWIS, WILLIAM, Hay, Breconshire, Innkeeper June 25 at 10 2, Off st, Hereford
 LLEWELYN, REES, Ystalyfera, Glam, Tin Roller July 8 at 12 Off Rec, 6, Rutland st, Swansea
 MATTHEWS, EDGAR ALFRED, Newport, Mon, Miller June 28 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
 MAYKIN, HENRY, Hunslet, Leeds, Engine Fitter June 27 at 11 Off Rec, 22, Park row, Leeds
 MILLER, WILLIAM THOMAS, Wolsley mews, Kentish Town, Perambulator Maker June 27 at 12 Bankruptcy bldgs, Lincoln's inn
 PALMER, THOMAS FREDERICK, Nottingham, Picture Dealer June 25 at 11 Off Rec, 1 High pavement, Nottingham
 PEARSON, CHARLES, Nottingham, Late Greengrocer June 26 at 11 Off Rec, 1, High pavement, Nottingham
 PELLETT, FREDERICK, Old Kent rd, Hatter June 27 at 11 Bankruptcy bldgs, Lincoln's inn
 PICTON, ALBERT, Bury, Cabinet Maker June 23 at 11.30 16, Wood st, Bolton
 SENIOR, WILLIAM HENRY, Norton, nr Doncaster, Labourer June 25 at 10.30 Off Rec, Figgree lane, Sheffield
 SHACKLETON, JOSEPH, New Wortley, Leeds, Corn Miller June 26 at 12 Off Rec, 22, Park row, Leeds
 SKETCHLEY, THOMAS, Birmingham, Baker June 26 at 11 25, Colmore row, Birmingham
 TAYLOR, JOHN BARNETT, Cheltenham, Pianoforte Seller June 25 at 3.30 County Court, Cheltenham

THOMAS, CHARLES, and GEORGE EGBERT THOMAS, West Cotes, I. W., Builders June 26 at 2 Holyrood Chambers, Newport, I. W.
 TROENHILL, GEORGE ROBERT, Rochester, Coal Merchant July 2 at 11.30 Off Rec, High st, Rochester

THORNTON, FIFTH, Huddersfield, Carlmaker June 28 at 3 Haigh & Son, solars, New st, Huddersfield

WALKER, JAMES ROBINSON, Biggleswade, Beds. Tailor June 27 at 12 8, St Paul's sq, Bedford
 WHITE, NATHANIEL, Knightbridge st, Doctors' commons, Solicitor June 23 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

WHITE, WILLIAM, and SAMUEL WHITE, Nottingham, Ironfounders June 26 at 12 Off Rec, 4, High pavement, Nottingham

WILLIAMS, JOHN LEWIS, Ynismudw, Swansea Valley, Boatman July 8 at 11.30 Off Rec, 6, Rutland st, Swansea

WILLIAMS, WILLIAM HENRY, Birmingham, Baker June 26 at 11 25, Colmore row, Birmingham
 WITT, WILLIAM, Padsey, Yorks, Joiner June 27 at 11 Off Rec, 31, Manor row, Bradford

WREN, JOHN, Northampton, Builder June 26 at 3 Off Rec, Bank chambers, Bristol

ADJUDICATIONS.

BALLARD, ABRAHAM, Bayham st, Camden Town, Cigar Dealer High Court Pet April 11 Ord June 13

BEAUMONT, GEORGE BARBER, Eldon rd, Kensington, Outside Stock Broker High Court Pet June 5 Ord June 13

BRADSHAW, WILLIAM HARPER, Plaistow, Essex, Secretary East London Seaside Home for Poor and Deserving Children High Court Pet March 25 Ord June 13

BROWN, JAMES HUMPHREY, Torquay, Draper Exeter Pet May 23 Ord June 14

COOPER, HENRY WALBRAN, Middlesbrough, Wine Merchant Middlesbrough Pet June 11 Ord June 11

DEANE, JOHN, Seacombe, Cheshire, Boot Dealer Liverpool Pet May 11 Ord June 13

FESTON, JOSEPH, and CHARLES WILLIAM QUICK, Little Pulteney st, Soho, Hardware Workers High Court Pet May 27 Ord June 15

FLETCHER, WILLIAM, Derby, Builder Derby Pet May 31 Ord June 13

FOSTER, STEPHEN, Esher, Wood Merchant Kingston, Surrey Pet June 8 Ord June 14

GALTBY, JOSEPH, late of York, Builder York Pet June 1 Ord June 13

GREEN, SAMUEL, Nottingham, Baker Nottingham Pet June 14 Ord June 11

GRIFFIN, THOMAS HENRY, Peterborough, Corn Merchant Peterborough Pet June 15 Ord June 15

HENMAN, FREDERICK ALFRED, High st, Camden Town, China Merchant High Court Pet June 13 Ord June 15

HILL, HENRY, Huddersfield, Mattress Maker Huddersfield Pet May 30 Ord June 14

HOBSON, BENJAMIN, Huddersfield, ne Leeds, Grocer Leeds Pet June 13 Ord June 13

HOLDROFT, JANE, Warwick, Coal Dealer Warwick Pet May 23 Ord June 12

HOOPER, SEITH, Cardiff, Grocer Cardiff Pet June 4 Ord June 14

JEFFERY, ROBERT, Newport, I.W., Gun Maker Newport Pet June 12 Ord June 12

LEWIS, WILLIAM, Hay, Breconshire, Innkeeper Hereford Pet May 24 Ord June 15

LOWICE, ALFRED THOMAS, Montpellier, Bristol, Commission Agent Bristol Pet May 27 Ord June 11

MATTHEWS, EDGAR ALFRED, Newport, Mon., Miller Newport, Mon. Pet June 14 Ord June 15

NEAL, THOMAS, Gresham House, Old Broad st, Secretary to Public Companies High Court Pet May 16 Ord June 15

OAKES, EDWIN JAMES, Bridgton, Cannock, Staffs, Draper Walsall Pet June 13 Ord June 13

PALMER, THOMAS FREDERICK, Nottingham, Picture Dealer Nottingham Pet June 8 Ord June 15

PEARSON, CHARLES, Nottingham, late Greengrocer Nottingham Pet June 12 Ord June 15

PIXON, ALBERT, Bury, Cabinet Maker Bolton Pet June 12 Ord June 13

PORTILLA, JOAQUIN, Oxford st, Clerk High Court Pet June 14 Ord June 14

QUARMBY, JOHN, Milnbridge, ne Huddersfield, Builder Huddersfield Pet June 15 Ord June 15

REYNOLDS, HENRY, Burnham, Somerset, Wine Merchant Bridgewater Pet April 30 Ord June 14

ROW, RICHARD, Brooklyn rd, Shepherd's Bush, Gent High Court Pet June 15 Ord June 15

SMITH, ALEXANDER, Old st, 86 Luke's, Boot Manufacturer High Court Pet May 27 Ord June 13

SMITH, CHARLES, Ridway, Wimbledon, Saffier Northampton Pet June 14 Ord June 15

SMITH, ROBERT, and JOHN BARNS, Bernersday sq, Bernersday, Builders High Court Pet May 16 Ord June 13

SMITH, THOMAS, George st, Mansion House, Financial Agent High Court Pet Oct 4 Ord June 13

SOAR, THOMAS, Nottingham, Lace Manufacturer Nottingham Pet May 24 Ord June 13

STAFFORD, GEORGE, North bldgs, Eldon st, Mercantile Agent High Court Pet May 4 Ord June 15

THORNTON, GEORGE ROBERT, Rochester, Coal Merchant Rochester Pet June 13 Ord June 13

TRUDGETT, JOSEPH, Westbourne, Sussex, Grocer Brighton Pet May 23 Ord June 14

VERNON, ALFRED, Northampton, Shoe Manufacturer Northampton Pet April 20 Ord June 15

WELCH, SIDNEY, Laton, Beds, Fish Salesman Laton Pet June 15 Ord June 15

WHITE, WILLIAM, and SAMUEL WHITE, Nottingham, Ironfounders Nottingham Pet June 12 Ord June 15

WILLIAMS, WILLIAM ALON, Ostford, Kent, Auctioneer Greenwich Pet April 15 Ord June 13

WITT, WILLIAM, Padsey, Yorks, Joiner Bradford Pet June 13 Ord June 13

WOOLLETT, JOHN, Nottingham, Lace Manufacturer Nottingham Pet May 29 Ord June 14

ADJUDICATION ANNULLLED.

TURNER, FRANCES GWARE, present residence unknown, Widow High Court Adjud Feb 27, 1887 Annul June 6

SALES OF ENSUING WEEK.

June 25.—MESSRS. DEDENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2, Freehold Estates and Properties (see advertisement, June 1, p. 5).

June 26.—MESSRS. BAKER & SONS, at the Mart, E.C., at 2, Freehold Building Land, Residential Properties, and Ground Rents (see advertisement, June 1, pp. 8 and 9).

June 26.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2, Freehold Residential Property, &c. At 3, Law Fire Insurance Shares (see advertisement this week, p. 562).

June 26.—MESSRS. FAREBROTHER, ELLIS, CLARK & CO., at the Mart, E.C., at 2, Freehold Estates and Properties (see advertisement, June 1, p. 9).

June 26.—MESSRS. LAMBERT, SON, & FLINT, on the Estate, Freehold Building Land and Residence (see advertisement, June 1, p. 9).

June 26.—MESSRS. DANIEL SMITH, SON, & OAKLEY, at the Mart, E.C., at 1, Freehold Residence, Estate, and Properties (see advertisement, June 1, p. 1).

June 26.—MESSRS. BAKER & SONS, at the Mart, E.C., at 2, Freehold Residential Estate and Building Materials (see advertisement this week, p. 562).

June 26.—MESSRS. LAMBERT, SON, & FLINT, at the Mart, E.C., at 2, Freehold Estates (see advertisement, June 1, p. 10).

The Subscription to the SOLICITORS' JOURNAL is

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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PARISH OF ST. JAMES, WESTMINSTER.

ASSISTANT CLERK WANTED.

The Vestry are prepared to receive Applications from Candidates between 25 and 35 years of age for the appointment of First Assistant in the Vestry Clerk's Office. Experience in Parochial Business and a good practical knowledge of Shorthand are essential. Salary, £120 per annum. Applications, on written forms to be obtained at the Vestry Hall, Piccadilly, accompanied by copies of not more than three testimonials to be enclosed in an envelope endorsed "Assistant Clerk," and delivered at the office of the undersigned by or before 10 o'clock on the morning of Thursday, the 4th day of July, 1889.

By Order, HARRY WILKINS, Vestry Clerk.

Vestry Hall, Piccadilly, 20th June, 1889.

LAW.—Clement's-inn and Daniel Reardon, Prisoner Requisite Engagement as Minister Clerk in London, years' general London experience.—Address, Law, care of Adams & Francis, Advertising Agents, 59, Fleet-street, E.C.

LAW PRACTICE.—A small old-established Practice in the City, with office fittings, &c., for immediate sale, in consequence of the death of the holder.—Address, Law, care of Adams & Francis, Advertising Agents, 59, Fleet-street, E.C.

SOLICITORS COMMENCING PRACTICE.—A Solicitor practicing in Chelsea with in the City has a good Room to let; the desirable tenant facilities could be offered for inquiries to be made in general office, &c.—Address, A. J., "Solicitors' Journal" Office, 77, Chancery-lane.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

CORPORATION ROBES, UNIVERSITY AND GLEBE GOWNS.

ESTABLISHED 1699.

94, CHANCERY LANE, LONDON.

THE LAW GUARANTEE & TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL, £1,000,000.

PAID-UP CAPITAL, £100,000.

The Hon. BARON POLLOCK.
 The Hon. Mr. JUSTICE KAY.

TRUSTEES:

The Hon. Mr. JUSTICE DAY.
 The Hon. Mr. JUSTICE GRANTHAM.

OBJECTS OF THE SOCIETY:

I.—FIDELITY GUARANTEES, given on behalf of Clerks, Cashiers, Travellers, and others; also Bonds on behalf of Trustees in Bankruptcy, Liquidators and Receivers under the High Court, and all persons holding Government appointments, where required; and

A.—LUNACY COMMITTEES' BONDS granted.

B.—ADMINISTRATION BONDS entered into at moderate rates.

II.—ADMIRALTY BAIL BONDS granted.

III.—MORTGAGE INSURANCES effected.

For further particulars apply to the General Manager and Secretary, THOS. R. RONALD.

HEAD OFFICE: 9, Serle-street, Lincoln's-inn, London. CITY OFFICE: 9, St. Mildred's-court, Poultry, E.C. BRANCH OFFICES:—Manchester: 51, King-street;

Liverpool: 6, York-buildings, 14, Dale-street.

BEDFORDSHIRE.

direction of the Executors of the late James Howard, Esq.—The Clapham-park Estate, formerly the property of the Earls of Ashburnham, delightfully situated close to the important county town of Bedford, an hour's journey from London by the Midland Railway, and in a capital sporting district, being in the neighbourhood of the meets of the Oakley, Cambridgeshire, Pychley, and Fitzwilliam hunts. The property is freehold, is within a ring fence with three substantial lodge entrances, and comprises a very handsome and exceedingly well-built mansion in the modern Gothic style, occupying a charming position in the centre of the park, commanding most extensive and picturesque views, embracing five counties, and containing 15 bed and dressing rooms, two bath rooms, four spacious reception rooms, noble billiard room, smoking room, and domestic offices; superior detached stabling for eight horses with residence for coachman, ornamental grounds of great natural beauty, and laid out with consummate taste, surround the house, and within their precincts is a cottage orrisse or shooting box. The kitchen gardens and fruit orchards are well planted, and with the ranges of glasshouses highly productive. The model farms with ample buildings constructed on the most approved principle, together with two good farmhouses, are well-known features, and in addition there are 10 capital cottages for labourers and a keeper's cottage. The rich meadows and the thriving woods, which afford excellent cover, have been planted with every variety of timber, and the estate in its entirety embraces an area of about 525 acres, the principal portion of which is in old pasture.

MESSRS. FAREBROTHER, ELLIS, CLARK & CO. have been favoured with instructions to OFFER for SALE by AUCTION, at the AUCTION MART, Tokenhouse-yard, London, on WEDNESDAY, JULY 17, 1889, at TWO o'clock, precisely, in One Lot, the above important FREEHOLD ESTATE, with possession, subject only to an occupation tenancy of the farms at present let, with 451 acres of the land at the rent of £140 per annum.

Particulars, with plans and conditions of sale, may be obtained of Messrs. Bower, Cotton, & Bower, 4, Bream's-builidings, Chancery-lane; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and No. 18, Old Broad-street, E.C.

FULHAM, S.W.

(nearly opposite the palace of the Bishop of London, and within a short distance of Putney-bridge).—Important Freehold Estate of about 7½ acres, known as Colchill-house, with most extensive frontages to the Fulham Palace-road and Colchill-road; ripe for immediate development as building land, while presenting exceptional benefits as a residential property, the ground being handsomely timbered with trees in great luxuriance of growth, and the gardens well kept. With possession.

MESSRS. FAREBROTHER, ELLIS, CLARK & CO. in conjunction with Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, will SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on WEDNESDAY, JULY 10th, 1889, the above FREEHOLD ESTATE.

Particulars, with plan and conditions of sale, may be obtained of John Robson, Esq., Solicitor, 12, John-street, Adelphi, W.C.; at the MART, E.C.; and, with orders to view, of Messrs. Debenham, Tewson, Farmer, & Bridgewater, 80, Cheapside, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

SALES BY AUCTION FOR THE YEAR 1889.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues, June 25	Tues, July 30	Tues, Oct 8
Tues, July 2	Tues, Aug 6	Tues, Oct 27
Tues, July 9	Tues, Aug 13	Tues, Nov 5
Tues, July 16	Tues, Aug 20	Tues, Nov 19
Tues, July 23	Tues, Aug 27	Tues, Dec 3

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Bent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Law Fire Insurance Society's Shares

MESSRS. EDWIN FOX & ROUSFIELD will include in their next STOCK and SHARE AUCTION, at the MART, on WEDNESDAY, JUNE 26th, at THREE o'clock, in Lots, 100 £100 SHARES (of 10s. paid) in the Law Fire Insurance Society. The Dividend for the past year was 17s. 6d. per share: equal to 35 per cent.

Catalogues of Messrs. Edwin Fox & Rousfield, 99, Gresham-street, Bank, E.C.

UNPRECEDENTED AUCTION.

The New River, beyond question the choicest home investment of this or any other age.—An entire Freehold Share in the Adventurer's Society of the New River, in one lot, being the first and only opportunity that capitalists have ever had during the three centuries that this grand historic corporation has existed, of acquiring in the open market one of those unique freehold estates representing an investment of the highest class for the employment of the capital of any public body, or for the purposes of family endowment, the present income being £2,410 a year, annually increasing, having doubled within 50 years, with unlimited scope for future accretions, and the reversion to large landed estates, including one of over 50 acres in the heart of London, covered with buildings, the losses of which fall in about 20 years, qualifying also to occupy a seat at the Board (with its handsome revenue from fees) which the transfer of this share will render vacant.

MESSRS. EDWIN FOX & ROUSFIELD will SELL, at the MART, on WEDNESDAY, JULY 17, at TWO o'clock, in One Lot a most important and valuable FREEHOLD ESTATE, comprising an Adventurer's Share of the Estates and Interests of the New River, in possession and expectant.

Particulars of Messrs. Fox, Forster, & Co., Solicitors, 28, Lincoln's-inn-fields, W.C.; at the MART; and of Messrs. Edwin Fox & Rousfield, No. 99, Gresham-street, Bank, E.C.

HYDE PARK, ISLINGTON, BARNBURY, CANONBURY, and GRAY'S INN ROAD.

Robert Oldershaw, deceased.—Exceedingly important and valuable Freehold, Leasehold, and Copyhold Properties for Investment.

MESSRS. EDWIN FOX & ROUSFIELD will SELL, at the MART, on WEDNESDAY, JULY 17, at TWO, in Lots, the following PROPERTIES:—

HYDE PARK.—Highly important Leasehold Estate for Investment, comprising private residences, shops, offices, business premises, and stabling, being Nos. 2, 3, 4, 5, 11, 12, and 13, Stanhope-terrace, facing the Park, and No. 28, Kensington-gardens-terrace; also improved Ground-rents arising from the Crown, the well-known tavern at the Junction of the Bayswater and Grand Junction-roads, Stanhope-terrace, and Nine private Residences, Nos. 19 and 21 to 27, inclusive, Kensington-gardens-terrace, and No. 4, Westbourne-street; together producing about £1,557 per annum, held for various terms at low ground-rents.

ISLINGTON.—One-fourth Part of a valuable Copyhold Estate, consisting of 11 capital houses and shops, in a first-class situation, being Nos. 169 to 179, inclusive, Upper-street and Barnsbury-hall, Barnsbury-street; producing over £1,758 per annum from reasonable tenants on lease.

CANONBURY, ISLINGTON, and Gray's-inn-road.—Four Leasehold Residences, with large gardens, being Nos. 70 to 78 (even), Marquess-road, Canonbury; also Three Freehold Cottages, No. 1, Terrett's-court, Upper-street, Islington, and Nos. 3 and 4, Elm-court, Elm-street, Gray's-inn-road; producing rents of over £268 per annum.

Particulars at the Mart; of H. A. Oldershaw, Esq., Solicitor, & Bell-yard, Doctors'-commons, E.C.; and of Messrs. Edwin Fox & Rousfield, 99, Gresham-street, Bank, E.C.

LINCOLN'S INN.

Two Sets of Capital Freehold Chambers in New-square, close to the Law Courts and in the centre of the legal profession.—For Investment or Occupation.

MR. DAVID J. CHATTELL will SELL by AUCTION, at the MART, E.C., on WEDNESDAY, the 17th of JULY, 1889, at ONE o'clock, precisely, the TWO SETS of First-class FREEHOLD CHAMBERS, being on the second and third floors of No. 3, New-square, Lincoln's-inn, adjoining the gateway entrance to Carey-street, and certain, from the unique position, to command large rentals from barristers, solicitors, and others. At present let on yearly tenancies at rentals amounting to £216 per annum. The property is subject to an annual rent charge of £2 to the Honourable Society of Lincoln's-inn.

May be viewed by permission of the tenants, and particulars and conditions of sale obtained at the Mart; of Messrs. Lee & Pemberton, Solicitors, 44, Lincoln's-inn-fields; and of the auctioneer, 29A (corner of), Lincoln's-inn-fields, and at Chislehurst, Kent.

STIMSON'S LIST of PROPERTIES for SALE for the present month contains 2,000 invest ments and can be had free. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

SALES FOR THE YEAR 1889.

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:—

Fri, June 28	Fri, Aug 30	Fri, Oct 25
Fri, July 12	Fri, Sept 6	Fri, Nov 15
Fri, July 26	Fri, Sept 20	Fri, Nov 29
Fri, Aug 16	Fri, Oct 11	Fri, Dec 13

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C. Telephone No. 1,669. Telegraphic address, "Akaber, London."

KENT.

Near Dover.—By direction of the Marchioness of Ely.—Kearsney Abbey, an unique Freehold Residential Estate of about 90 acres, with spacious castellated mansion, stabling, grounds, and meadow and wood land. With possession.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank, E.C., on FRIDAY, JUNE 28, at TWO, in One Lot, an attractive FREEHOLD RESIDENTIAL ESTATE, situated in the parishes of River and Ewell, within 30 minutes' drive of Dover, and close to Kearsney Station of London, Chatham, and Dover Railway, comprising the imposing castellated mansion known as Kearsney Abbey, containing 19 bed and dressing rooms, five large and lofty reception rooms, noble billiard room, 20ft. by 22ft. and 20ft. 6in. high, panelled throughout in oak, and ample servants' accommodation for a first-class establishment. The mansion and grounds are completely screened from the cold winds, and possess delightful views over the estate and adjacent hill scenery. Surrounding the mansion are charmingly wooded pleasure grounds of about 12 acres, through which runs the River Dour, which at this point widens into a lake, forming a charming feature in the grounds, and affording unusually good trout fishing, walled kitchen gardens of about three acres, with ranges of succession grapes and other glass houses, entrance lodge, exceptionally good stabling for 12 horses, coachman's and groom's houses, and about 75 acres of park-like meadow and woodland. The late Marquis of Ely expended a very large sum on the buildings and in general improvements to the property, which is now in perfect order, and forms one of the choicest residential estates in the country. It is now in the occupation of the Marchioness, and possession will be given on completion of the purchase. The purchaser will have the option of taking a portion of the appropriate furniture at valuation in the usual way. The district is fast increasing, and a portion of the property could be utilised for building without the least detriment to the residential attractions of the rest of the estate.

May be viewed by orders from the Auctioneers, and particulars, plans, and conditions of sale obtained of Messrs. Lethbridge & Prior, Solicitors, 25, Abingdon-street, London, S.W.; and of the Auctioneers, 11, Queen Victoria-street, London, E.C.

BRUSSELS.

Re the Brussels International Exhibition, 1889.—Absolutely without Reserve.—To Contractors, Builders, and others.

MESSRS. BAKER & SONS are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, London, E.C., on FRIDAY, JUNE 28, at TWO precisely, in One Lot, by direction of S. Lee Bapty, Esq., the Commissioner-General for the British Empire Section of the Brussels International Exhibition, in consequence of the site being required by the Belgian Government, the BUILDING MATERIALS of the IMPOSING and SUBSTANTIAL EDIFICE forming the BRITISH SECTION of the BRUSSELS EXHIBITION, 1889, 490 feet long by 140 feet in width, built of IRON, WOOD, and GLASS, with two Towers at each end and Dome in centre. It is mostly constructed in sections of 15 feet, and capable of easy removal and re-erection, the greater part of it having been brought from the Manchester Exhibition, 1887, and is well adapted as an exhibition building, colonial warehouse, cattle, dog, or flower shows, or any similar purpose. The building must be removed in two months from the date of sale.

Particulars and conditions of sale of S. Lee Bapty, Esq., General Manager, Alexandra Palace, London, N., and 3, Queen Victoria-street, London, E.C.; and of Messrs. Baker & Sons, Land Agents and Surveyors, 11, Queen Victoria-street, London, E.C.

BELGRAVIA.

By Order of the Executors.—A Sound Long Leasehold Investment of a desirable character.

MESSRS. ROGERS, CHAPMAN, & THOMAS will SELL by AUCTION, at the MART, E.C., on TUESDAY, JULY 2, at ONE o'clock, precisely, the very excellent INVESTMENT, arising out of the well-planned residence, No. 76, St. George's-road, S.W.; held for a term of 78 years from Christmas, 1852, at £12 per annum, and let to a first-class tenant on repairing lease for 14 years from Midsummer, 1881, at £140 per annum.—Vendor's Solicitors, Messrs. Tylee & Co., 14, Essex-street, Strand, W.C. Auction Offices, 50, Belgrave-road, S.W., and 78, Gloucester-road, South Kensington, S.W.

